

County of Los Angeles  
**DEPARTMENT OF PUBLIC SOCIAL SERVICES**

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Board of Supervisors

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Fifth District

November 15, 2005

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**RECOMMENDATION TO AWARD A CONTRACT TO  
MAXIMUS, INC.,  
FOR GAIN CASE MANAGEMENT SERVICES  
TO WELFARE-TO-WORK PARTICIPANTS  
(ALL DISTRICTS - 3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that services performed under this contract can be provided more economically by a Contractor than by County employees.
2. Approve and instruct the Chair to sign the enclosed Prop A contract with MAXIMUS, Inc., to provide GAIN Case Management (GCM) services to Welfare-to-Work participants, effective the day after Board approval or December 1, 2005, whichever is later, through November 30, 2006, with County option to extend for two additional one-year periods. The basic compensation amount of this Contract is \$6,085,130 which includes one month of start-up activities and eleven months of direct case management services. The flat monthly fee of \$507,094 is based on 1/12 of the total basic compensation amount. If eligible, the maximum amount for Performance Incentives is \$342,438 for the eleven months of direct case management services. The maximum contract amount of \$6,427,568 (including incentives), is fully funded with CalWORKs Single Allocation. There is no additional net County cost (NCC) after the required CalWORKs Maintenance of Effort (MOE) is met. Funding for this contract is included in the FY 2005-06 Adopted Budget. Funding for future years will be included in the Department's budget requests.

3. Approve the Request for Appropriation Adjustment (Enclosure I) in the amount of \$600,000 by shifting funds from Services & Supplies to Salary & Employee Benefits for GCM services to Non-English/Non-Spanish (NE/NS) speaking CalWORKs participants in the non-contracted regions. The Appropriation Adjustment is fully offset by the CalWORKs Single Allocation funds. There is no NCC associated with this action.
4. Approve interim hiring and promotional authority for the Department of Public Social Services (DPSS) to fill up to 24 positions; 16 GAIN Services Workers, 3 GAIN Services Supervisors and 5 Intermediate Typist Clerks in excess of what is provided for the Department's staffing ordinance. These positions will be filled with temporary appointments pursuant to Section 6.08.140 of the County Code and will be subject to final review and allocation in the Department's budget request for Fiscal Year 2006-07.
5. Delegate authority to the Director of DPSS to exercise the County's option to extend the contract for two (2) additional one-year periods, in the projected amount of \$6,226,142 per year for basic compensation which excludes the first year's start-up cost and includes twelve months of direct case management services. If eligible, the projected maximum amount for incentives will be \$373,569 per year. The basic compensation and incentives amounts for the extended periods may increase or decrease subject to caseload projections.
6. Delegate authority to the Director of DPSS to prepare and sign amendments to the contract for a decrease in the Contract costs, or for an increase of no more than ten percent of the total original Contract amount when the increase is necessitated by additional and necessary services that are required for Contractor to comply with changes in federal, State, or County requirements. The approval of County Counsel and the Chief Administrative Office (CAO) will be obtained prior to executing such amendments, and the Director will notify the CAO in writing within ten business days after execution.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The contract with MAXIMUS, Inc., will provide culturally/linguistically sensitive GCM services for a population with economic, educational and social barriers for the Department's GAIN Welfare-to-Work (WtW) program. MAXIMUS, Inc., will provide these services in seven County-provided offices in the Third and Fifth Supervisorial Districts at less cost than if the service were to be brought in-house and performed by County employees.

Per your Board's July 11, 2000 instructions, DPSS entered into GCM services contracts effective October 1, 2000 with MAXIMUS, Inc., and ACS State and Local Solutions (formerly Lockheed Martin, IMS) for a two-year term, with Board-delegated authority for the DPSS Director to renew for three additional one-year terms. The third one-year

renewal was executed on September 30, 2004. The current contracts for GCM service were to expire on September 30, 2005. On May 18, 2005, your Board instructed the DPSS Director to release a new Request for Proposals (RFP) that would allow vendors to bid on GAIN Regions II and VII for all languages (English, Spanish, non-English and non-Spanish) and directed that the contracts be extended. On July 28, 2005, we received State approval to extend the current GCM contracts through December 31, 2005.

The approval for the interim hiring and promotional authority for DPSS will ensure the uninterrupted WtW GCM services to NE/NS CalWORKs participants in non-contracted regions, which will assist them in achieving self sufficiency.

### **Implementation of Strategic Plan Goals**

These recommendations are consistent with the principles of the Countywide Goal #5: Children and Families' Well-Being: Improve the well-being of children and families in Los Angeles County as measured by the achievements in the five outcome areas adopted by the Board: good health; economic well-being; safety and survival; social and emotional well-being; and educational/workforce readiness.

### **FISCAL IMPACT/FINANCING**

The total twelve month basic compensation cost is \$6,085,130 which includes one month of start-up activities and eleven months of direct case management services. The Contractor will be paid a firm fixed monthly amount for providing GCM services during the twelve month period with no cost of living increase. The firm fixed monthly amount of \$507,094 is based on 1/12 of the basic compensation amount.

We estimate the cost to utilize County staff to provide these services for the twelve month period at \$9,583,956. The County cost estimates, when compared to the contractor's basic cost of \$6,085,130 plus the monitoring costs of \$2,030,132, yield a projected savings of \$1,468,694. This equates to a 15.32 percent savings. (Enclosure II summarizes these comparisons.)

The contract provides for incentive payments if the Contractor meets the three Performance Outcome Measures and eight Performance Standards. The maximum incentive payment for the eleven months of direct case management services is \$342,438. If the Contractor earns the full incentive payment, the maximum amount of this contract for the three-year period will be \$19,626,990. The maximum annual cost of the contract will be \$6,427,568, including the eleven months of performance incentives. Therefore, County savings will be reduced to \$1,126,256 (11.75 percent County savings).

The contract cost for GCM services will be funded by CalWORKs Single Allocation. There is no additional NCC after the required CalWORKs MOE is met. Funding for this contract is included in the FY 2005-06 Adopted Budget. Funding for future fiscal years will be included in the annual budget requests.

The Appropriation Adjustment is fully offset by the CalWORKs Single Allocation funds. There is no NCC associated with this action. Funding for the additional staffing request is included in the Department's FY 2005-06 budget. Funding for the future fiscal years will be included in the department's annual budget requests.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The County's Prop A and Living Wage Ordinance provisions apply to this contract, as County employees can perform these contracted services. This contract is determined cost effective, a requirement of Prop A contracts.

MAXIMUS is a privately-owned national corporation with its headquarters in Virginia. It has provided case management services in a public social service setting for seventeen years. MAXIMUS is our current GCM contractor for GAIN Region VII for English and Spanish speaking WtW participants.

MAXIMUS plans to provide GCM services utilizing a combination of contractor staff. Additionally, MAXIMUS will be subcontracting with Jewish Vocational Services/Career Planning Center with MAXIMUS being the prime contractor and will supervise and be responsible for the performance of the subcontractor for these services.

The contract is for a term of one year commencing December 1, 2005, or one day after Board approval, whichever is later, through November 30, 2006, with County option to renew for two additional one-year periods.

The award of this contract will not result in unauthorized disclosure of confidential information and will be in full compliance with federal, State, and County regulations.

The contract is in compliance with all of the requirements of Los Angeles County Code Section 2.121.380, which is a mandatory prerequisite for the award of this contract.

The contract includes Contractor Responsibility and Debarment language.

Provisions for the County's Jury Service Program have been included in the contract. The contractor is in compliance with the Jury Service Program.

The Safely Surrendered Baby Law provision is included in the contract, which requires the contractor to notify and provide a fact sheet to their employees regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County and where to safely surrender a baby.

The contract includes the provision for the Contractor to first consider hiring County employees targeted for layoff or re-employment.

The contract requires the Contractor to consider hiring participants of the Greater Avenues for Independence (GAIN) program and General Relief Opportunities for Work (GROW) program.

The contract includes the provision that requires the Contractor to comply with the Los Angeles County's Child Support Enforcement requirements. The contract may be terminated for: 1) Breach of warranty to maintain compliance with County's Child Support Compliance Program; 2) Convenience; 3) Default; 4) Improper consideration; 5) Insolvency; 6) Non-adherence of County lobbyist ordinance; and 7) Non-appropriation of funds.

The contract contains three Performance Outcome Measures that will measure a WtW operation's ability to get participants employed, as well as the operation's ability to meet barriers to employment. Additionally, the contract contains eight Performance Standards that will measure the Contractor's performance related to Program and operational measures and are indicative of quality case management services. These measures are eligible for financial incentives or can be assessed financial deductions.

The contractor may be eligible to receive a performance incentive payment or be assessed a performance deduction of up to six percent of the contractor's three-month payment based on their quarterly performance on the contract's outcome measures.

The contract has been approved as to form by County Counsel.

### **CONTRACTING PROCESS**

GCM services were solicited through a competitive process under the Los Angeles County Code, Title 2, Chapter 2.121. On June 13, 2005, DPSS released a Request for Proposals (RFP). Based on the evaluation of submitted proposals, MAXIMUS, Inc., was selected as the proposed contractor to provide these services for the combined Regions II and VII.

The RFP was advertised in the following publications: Los Angeles Times, Orange County Register, Small Business Exchange, Los Angeles Sentinel, La Opinión, Acton/Agua Dulce News, The Daily News, Copley Newspapers, Eastern Group Publications, L.A. Watts Times, Chinese Daily News, The Korea Times and the Wave. On June 13, 2005 the RFP was posted on L.A. County's Website and DPSS website. The RFP was also mailed to 92 interested vendors.

In response to the RFP, the Department received eight responses. Two proposals were not cost effective based on the County's avoidable costs. The County's avoidable cost for the contract term was determined by projecting DPSS' avoidable costs of providing the services required in the contract for the projected caseload, in accordance with the Auditor-Controller's guidelines. Originally, the department's targeted effective date to award a new contract was for the period of November 2005 through October 2006. Accordingly, the County's Study of Avoidable Costs (Study) was based on the original contract period of November 2005 through October 2006. The Study was reviewed and approved for reasonableness by the Auditor-Controller.

Because of delays in the evaluation process, the contract period was revised to December 2005 through November 2006. We have determined that the change in contract periods had no effect on the cost effectiveness of this proposed agreement, nor would it have affected the overall ranking of any of the responsive proposals submitted.

As a result of the two proposals not being cost effective, proposals from Catholic Charities and Job Wave of America were not evaluated. The remaining proposals were evaluated in accordance with the evaluation criteria in the RFP. We recommend MAXIMUS, Inc., as a sole contractor for the combined GAIN Region II and VII. MAXIMUS, Inc., was the highest rated proposer in both GAIN Region VII and the combined GAIN Region II and VII.

Both ACS State and Local Solutions, Inc. (ACS), and Los Angeles Unified School District (LAUSD) reported no violations on their Living Wage acknowledgement forms; however, the State reported some claims within the past three years. The Labor Law Assessment Team determined that the number of reported labor law violations and the claims for alleged violations for ACS and LAUSD are considered insignificant and; therefore, no deductions in their final scores were made. This process is necessary on all Prop A solicitations and is needed prior to completing the evaluation process.

The Local Small Business Enterprise (SBE) program's provisions were included in the RFP. No proposer claimed to be certified as a Local SBE vendor and no Local SBE credit was applied in this RFP's evaluation.

On October 5, 2005, DPSS sent letters to the non-cost effective and non-selected vendors notifying them that they were not being recommended for contract award. In addition, the Department offered to meet with the non-cost effective proposers and debrief interested proposers on their respective proposal evaluations. In response, Catholic Charities requested to meet to discuss the non-cost effective letter, International Institute of Los Angeles (IILA), Los Angeles Unified School District (LAUSD), Policy Studies, Inc. (PSI), Build Rehabilitation Industries (BRI), and ACS State and Local Solutions (ACS) all requested debriefings. JobWave of America, the other non-cost effective proposer, did not request to meet.

Department staff met with Catholic Charities and held debriefings with IILA, LAUSD, PSI, BRI on October 12, 2005 and with ACS on October 17, 2005. We received one formal protest from LAUSD. On October 13, 2005, LAUSD submitted a request for a Proposed Contractor Selection Review. This protest was reviewed by a DPSS contract manager who is not associated with the solicitation process and a written response was sent to LAUSD on October 20, 2005. On October 27, 2005, LAUSD formally requested a County Review Panel and DPSS immediately forwarded that request to the CAO for appropriate action.

The contract does not include a Cost of Living Adjustment.

### **IMPACT ON CURRENT SERVICES**

The award of this contract will not infringe on the role of the County in relationship to its residents, and the County's ability to respond to emergencies will not be impaired. There is no change in risk exposure to the County. Alternate resources are available so that services can be obtained from another source in the event of default by contractor.

### **CONCLUSION**

Upon Board approval, the Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board letter and four (4) original signed copies of the contract to the Director of the Department of Public Social Services.

Respectfully submitted,



Bryce Yokomizo  
Director

BY:bk

Enclosures

c: Auditor-Controller  
Chief Administrative Officer  
County Counsel  
Executive Officer, Board of Supervisors

**COUNTY OF LOS ANGELES**  
**REQUEST FOR APPROPRIATION ADJUSTMENT**  
**DEPARTMENT OF PUBLIC SOCIAL SERVICES**

DEPT'S.  
NO. 140

November 15, 2005

**AUDITOR-CONTROLLER.**

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. WILL YOU PLEASE REPORT AS TO ACCOUNTING AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF ADMINISTRATIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

**ADJUSTMENT REQUESTED AND REASONS THEREFOR**

3 - Vote

**Source:**

Public Social Services  
 Services and Supplies  
 A01-SS-25900-2000  
 \$600,000

**Uses:**

Public Social Services  
 Salaries and Employee Benefits  
 A01-SS-25900-1000  
 \$600,000

**JUSTIFICATION:**

Reflects the transfer of \$600,000 from Services and Supplies to Salaries and Employee Benefits to cover expenditures for new positions required for GAIN case management services to non-English/non-Spanish speaking CalWORKs participants.

  
 James Yun, Director

**CHIEF ADMINISTRATIVE OFFICER'S REPORT**

REFERRED TO THE CHIEF  
 ADMINISTRATIVE OFFICER FOR—

ACTION

RECOMMENDATION

AUDITOR-CONTROLLER BY Moh Jung

No. 174

OCT. 25 2005

APPROVED AS REQUESTED

AS REVISED

APPROVED (AS REVISED) :  
 BOARD OF SUPERVISORS

BY

DEPUTY COUNTY CLERK

SEND 6 COPIES TO THE AUDITOR-CONTROLLER



**PROPOSITION A CONTRACTING  
COUNTY'S ESTIMATED AVOIDABLE COSTS COMPARED TO  
CONTRACTOR'S COST  
TWELVE MONTH**

**COUNTY'S COST**

DESCRIPTION OF COSTS	SALARIES & BONUSES	EMPLOYEE BENEFITS		TOTALS
Salary	\$ 6,304,770	2,875,605		\$9,180,375
Bilingual Bonus	\$ 39,600			\$ 39,600
Overtime	\$ 7,300			\$ 7,300
Start-up Cost			\$314,925	\$ 314,925
EQUIPMENT/Serv&Supp			\$41,756	41,756
<b>TOTALS</b>	<b>\$ 6,351,670</b>	<b>\$ 2,875,605</b>	<b>\$ 356,681</b>	<b>\$9,583,956</b>

**TOTAL ESTIMATED AVOIDABLE COSTS**

**\$9,583,956**

**CONTRACTOR'S COSTS**

Total Contract Direct Cost	\$4,699,865
Total Contract Indirect Cost	\$ 785,664
Profit (4.0%)	\$ 221,767
Start-up Cost	\$ 377,832

Contractor Cost (no monitoring cost added)	<u>\$6,085,130</u>
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Contract Monitoring (dpss added cost)	<u>\$2,030,132</u>
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**TOTAL CONTRACTING COSTS**

**\$8,115,262**

**ESTIMATED SAVINGS FROM CONTRACTING WITH  
NO INCENTIVE PAYMENT (15.32%)**

**\$1,468,694**

**ESTIMATED SAVINGS FROM CONTRACTING WITH  
FULL INCENTIVE PAYMENT (11.75%)**

**\$1,126,256**

**CONTRACTOR'S PROPOSED COST BY CATEGORY**

**Direct Costs (Salaries and Benefits)**

Position	Full-Time Equivalent	Hourly Rate	Total
Employee	118.5		\$3,709,466
Employee Benefits	118.5		\$ 519,953
Payroll Taxes	118.5		\$ 282,051
Total Salaries & Employees Benefits	118.5		\$4,511,471

**Other Costs**

Other Direct Costs	\$188,394
Indirect Costs	\$785,664
Start-up Cost	\$377,832
Profit (4.0%)	\$221,767

**CONTRACTOR'S COST** **\$6,085,130**

## GAIN CASE MANAGEMENT SERVICES MAXIMUS COMBINED REGION II & VII THREE-YEAR BUDGET

	Original Cost Proposal	1st Year Budget	Variance to Proposal	2nd Year Budget	3rd Year Budget	Three-Year Total
Start-Up Cost	\$406,862	\$377,833	(\$29,029)	\$0	0	\$377,833
11-Month Cost	\$6,163,037	\$5,707,297	(\$455,740)	\$6,226,142	\$6,226,142	\$18,159,581
<b>Total</b>	<b>\$6,569,899</b>	<b>\$6,085,130</b>	<b>(\$484,769)</b>	<b>\$6,226,142</b>	<b>\$6,226,142</b>	<b>\$18,537,414</b>
County Monitoring Cost	\$2,030,132	\$2,030,132		\$2,030,132	\$2,030,132	\$6,090,396
Total Contracting Cost with Monitoring	<b>\$8,600,031</b>	<b>\$8,115,262</b>	<b>(\$484,769)</b>	<b>\$8,256,274</b>	<b>\$8,256,274</b>	<b>\$24,627,810</b>
Monthly Fixed Fee	\$547,492	\$507,094	(\$40,397)	\$518,845	\$518,845	
Total Incentives (11-Months in 1st Year)	\$369,782	\$342,438	(\$27,344)	\$373,569	\$373,569	\$1,089,576
Maximum Yearly Contract Cost with Incentives	\$6,939,681	\$6,427,568	(\$512,114)	\$6,599,711	\$6,599,711	\$19,626,990
Maximum Yearly Cost w/ Incentives & Monitoring Costs	\$8,969,813	\$8,457,700	(\$512,114)	\$8,629,843	\$8,629,843	\$25,717,386
County Avoidable Cost	\$9,583,956	\$9,583,956		\$9,583,956	\$9,583,956	\$28,751,868
Saving Compared to Contracting Cost	\$983,925	\$1,468,694	\$484,769	\$1,327,682	\$1,327,682	\$4,124,058
Percent Saving	<b>10.27%</b>	<b>15.32%</b>		<b>13.85%</b>	<b>13.85%</b>	<b>14.34%</b>
Savings Compared to Total Contracting Cost w/ Incentives	\$614,143	\$1,126,256	\$512,114	\$954,113	\$954,113	\$3,034,482
Percentage	<b>6.41%</b>	<b>11.75%</b>		<b>9.96%</b>	<b>9.96%</b>	<b>10.55%</b>



**DEPARTMENT OF  
PUBLIC SOCIAL SERVICES**



**CONTRACT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
MAXIMUS, INC.  
FOR  
GAIN CASE MANAGEMENT SERVICES**

Prepared by  
Department of Public Social Services  
Contract Management Division  
12900 Crossroads Parkway South  
City of Industry, California 91746-3411

October 2005

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**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND  
MAXIMUS, INC.  
FOR  
GAIN CASE MANAGEMENT SERVICES**

This Contract and Exhibits are made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2005 by and between the County of Los Angeles, hereinafter referred to as County and MAXIMUS, Inc. hereinafter referred to as Contractor. MAXIMUS is located at 11419 Sunset Hills Road, Reston, Virginia, 20190.

**RECITALS**

WHEREAS, the County may contract with private businesses for GAIN CASE MANAGEMENT SERVICES when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing GAIN CASE MANAGEMENT SERVICES to Welfare-to-Work participants; and

WHEREAS, the County has determined that the services performed under this contract can be performed more economically by contractor than by County employees; and

WHEREAS, this contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

**1.0 APPLICABLE DOCUMENTS**

Attachment A, B, C, D, E, F, G, H, I, J, K, L, M, N, O and P are attached to and form a part of this contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base contract and the exhibits, or between exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the contract and then to the exhibits according to the following priority:

- 1.1 ATTACHMENT A - Statement of Work and Technical Exhibits
- 1.2 ATTACHMENT B - Budget/Pricing Schedule
- 1.3 ATTACHMENT C - Certification of Independent Price Determination

- 1.4 ATTACHMENT D - Invitation For Bid/Request for Proposal/Grounds For Rejection
- 1.5 ATTACHMENT E - Contractor Employee Acknowledgment and Confidentiality Agreement
- 1.6 ATTACHMENT F - Bidder's/Offer's Equal Employment Opportunity (EEO) Certification
- 1.7 ATTACHMENT G - Bidder's/Offer's Nondiscrimination in Services Certification
- 1.8 ATTACHMENT H - Attestation of Willingness to Consider GAIN/Grow Participant
- 1.9 ATTACHMENT I - Contractor Living Wage Declaration
- 1.10 ATTACHMENT J - County of Los Angeles Living Wage Program: Acknowledgment and Statement of Compliance
- 1.11 ATTACHMENT K - Living Wage Ordinance
- 1.12 ATTACHMENT L - Contractor Employee Jury Service Program
- 1.13 ATTACHMENT M – Civil Rights Resolution Agreement
- 1.14 ATTACHMENT N – Certificate of No Conflict of Interest
- 1.15 ATTACHMENT O – Earned Income Credit-Notice 1015
- 1.16 ATTACHMENT P – Safely Surrendered Baby

This contract and the exhibits hereto constitute the complete and exclusive statement of understanding between the parties and supersede all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this contract. No change to this contract shall be valid unless prepared pursuant to Sub-paragraph 8.5 - Change Notices and Amendments, and signed by both parties.

## 2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

**2.1 Budget:** The document that details the Contractor's costs for providing services and is included in the Contract. Included in the Budget are the following:

- **Direct Costs** - Payroll, Employee Benefits (Medical, Dental, Life Insurance), Payroll Taxes, Insurance (Real, Personal, etc., as required by the Contract), Supplies, Applicable Taxes and other (specified).

- **Indirect Costs** - General Accounting/Bookkeeping, Management Overhead and other (specified).
- **Total Cost to Contract Services** - The total cost to Direct and Indirect Costs.

- 2.2 Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Attachment A.
- 2.3 Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.
- 2.4 Contractor Manager:** The individual designated by the Contractor to administer the contract operations after the contract award.
- 2.5 County Contract Administrator:** Person with responsibility to oversee the day-to-day activities of this contract. Responsibility for inspections of any and all tasks, deliverables, goods, services, and other work provided by Contractor.
- 2.6 County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this contract that cannot be resolved by the County's Project Manager.
- 2.7 County Project Manager:** Person designated by County's Project Director to manage the operations under this contract.
- 2.8 Day(s):** Calendar day(s) unless otherwise specified.
- 2.9 Fiscal-Year:** The twelve (12) month period beginning July 1<sup>st</sup> and ending the following June 30<sup>th</sup>.

### **3.0 WORK**

- 3.1** Pursuant to the provisions of this contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the *Statement of Work, Attachment A*.
- 3.2** If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

### **4.0 TERM OF CONTRACT**

The term of the Contract is for one year, effective December 1, 2005, or one day following Board approval, whichever is later, and continuing through

November 30, 2006, with County option to renew for two additional one-year periods. Contract start-up activities shall commence December 1, 2005, or one day following Board approval, whichever is later, and conclude December 31, 2005. Direct case management services will begin January 1, 2006 through November 30, 2006.

The Contract is subject to the COUNTY's right to terminate earlier for convenience, which includes, non-appropriation of funds, default of the CONTRACTOR, substandard performance of the CONTRACTOR, improper consideration given/offered to the COUNTY with respect to the award of this Contract, breach of warranty to maintain compliance with the COUNTY's Child Support Compliance Program and the COUNTY's Living Wage Program, changes in legal requirements regarding the GAIN Program, and changes that eliminate or substantially reduce the COUNTY's legal requirements for the GAIN Program.

## **5.0 CONTRACTOR PAYMENT**

### **5.1 Basic Compensation**

The Contractor will be compensated at a flat monthly fee for operating all aspects of the requirements of this Agreement (i.e. case management, job placement, post employment services, contract start-up responsibility, etc.) for the GAIN Region(s) being contracted. Payment to the Contractor will be made in arrears on a monthly basis at the rate of \$507,094 per month. The flat monthly fee will be subject to performance incentives and penalty deductions as specific hereunder. The Contractor's flat monthly fee will be based on 1/12 of the contractor's annual budget. For the first year of the contract, the contractor's annual budget includes start-up costs plus 11 months of direct services costs.

### **5.2 Maximum Contract Amount**

The maximum basic compensation amount of this Contract is \$6,085,130 for the twelve month term of the contract (i.e., one month of start-up activities and eleven months of direct case management services). If eligible, the maximum amount for Performance Incentives is \$342,438 for the eleven months of direct case management services. The total maximum amount of this Contract is \$6,427,568.

### **5.3 Start-Up Period**

The period from the contract effective date until December 31, 2005 will be a transition period for the Contractor. During this period, the Contractor will perform activities such as recruiting, hiring and training staff and management, and procuring all Contractor-provided items as detailed in the Statement of Work (Attachment A). Transition activities are one-time,

non-recurring activities necessary to get the Contractor operational. Direct services will begin January 1, 2006.

#### **5.4 Performance Incentives and Deductions**

The County's goal is to assist WtW participants in overcoming barriers to employment and achieving self-sufficiency. The Contractor is encouraged to strive for this goal through fiscal incentive payments. At the same time, Contractor performance below County expectations and below that of the County's in these measures is a matter of serious concern. Therefore, fiscal deductions will be assessed if the Contractor falls below the County's performance levels. The fiscal incentives and deductions are as follows:

On a monthly basis, commencing with the first month of direct services, the Contractor's performance will be monitored monthly and compared to the performance of the County in the following three Outcome Measures:

- Percentage of WtW participants employed.
- Percentage of WtW participants *referred* for specialized supportive services (i.e., clinical assessment, domestic violence, mental health, and/or substance abuse services) that actually participate in these services.
- Percentage of WtW participants that are participating in an educational and/or training component.

These outcome measures are to be consistent with Program, County and/or State/federal priorities. Should there be a change in federal, State and/or County policies/regulations, the County may amend these Outcome measures via a contract amendment, as detailed in Contract, Section 8.5. (Attachment A, Statement of Work, Section 4.4 provides additional information regarding these Outcome Measures. These Outcome Measures are subject to change based on the GAIN Program and the County goals). When such changes occur, the COUNTY will meet with the CONTRACTOR to discuss the changes and determine how such changes impact the CONTRACTOR's ability to meet the Contract's performance standards. Such discussions will be considered in assessing whether deductions may be waived, as discussed hereunder in Section 5.4.2.

For the three-month average period of January 2006 (the first month in which direct services begin) through March 2006, the Contractor's performance rates in the areas noted above shall be comparable to the County's non-contracted performance rates for the same three areas. The second such evaluation period will be for April 2006 through June 2006. Should the County exercise its option to renew for an additional year, succeeding evaluation periods will be for three-month periods.

## **.1 Incentive Payments**

The Contractor shall be eligible to receive a performance incentive payment under the following provisions:

1. The Contractor performs satisfactorily in all contract requirements. This includes, but is not limited to the Performance Standards included in Attachment A, Statement of Work, Technical Exhibit 7.1, Performance Requirement Summary Charts.
2. The Contractor receives no financial deductions (as detailed in 5.4.2, and 5.4.3 below).
3. The incentives are allowable per State and federal regulations.
4. The Contractor's performance in one of the three Outcome Measures listed above far exceeds the corresponding rate for the County's non-contracted operations. A determination of "far exceeding" is if the Contractor's performance rate is 10 percent higher than the non-Contracted operation's rate. Should this occur, the Contractor shall be eligible to receive a performance incentive payment equal to two percent (2%) of the Flat Monthly Fee amount for each of the three months in the evaluation period.
5. The Contractor's performance in two of the three Outcome Measures listed above far exceeds the corresponding rates for the County's non-contracted operations. A determination of "far exceeding" is if the Contractor's performance rates are 10 percent higher than the non-Contracted operation's rates. Should this occur, the Contractor shall be eligible to receive a performance incentive payment equal to four percent (4%) of the Flat Monthly Fee amount for each of the three months in the evaluation period.
6. The Contractor's performance in three of the three Outcome Measures listed above far exceeds the corresponding rates for the County's non-contracted operations. A determination of "far exceeding" is if the Contractor's performance rates are 10 percent higher than the non-Contracted operation's rates. Should this occur, the Contractor shall be eligible to receive a performance incentive payment equal to six percent (6%) of the Flat Monthly Fee amount for each of the three months in the evaluation period.
7. The Contractor's performance is subject to County verification. Any credited positive outcomes in these three Outcome Measures that are subsequently found to be unwarranted shall be subtracted out from the Contractor's performance.

## **.2 Performance Deductions**

The Contractor shall be assessed financial deductions and the flat monthly fee amount reduced under the following provisions:

1. The Contractor's performance in one of the three Outcome Measures listed above is unacceptably less than the corresponding rate for the County's non-contracted operations. A determination of "unacceptably less" is if the Contractor's performance rate is 10 percent lower than the non-contracted operation's rate. Should this occur, the Contractor shall receive a performance deduction equal to two percent (2%) of the Flat Monthly Fee amount for each of the three months in the evaluation period.
2. The Contractor's performance in two of the three Outcome Measures listed above is unacceptably less than the corresponding rates for the County's non-contracted operations. A determination of "unacceptably less" is if the Contractor's performance rates are 10 percent lower than the non-contracted operation's rate. Should this occur, the Contractor shall receive a performance deduction equal to four percent (4%) of the Flat Monthly Fee amount for each of the three months in the evaluation period.
3. The Contractor's performance in three of the three Outcome Measures listed above is unacceptably less than the corresponding rates for the County's non-contracted operations. A determination of "unacceptably less" is if the Contractor's performance rates are 10 percent lower than the non-contracted operation's rate. Should this occur, the Contractor shall receive a performance deduction equal to six percent (6%) of the Flat Monthly Fee amount for each of the three months in the evaluation period.
4. The County, at its sole discretion, reserves the right to waive these deductions.

### **.3 Other Performance Deductions:**

In addition to the Performance Deductions described above for the three Outcome Measures, Contractor shall receive a financial deduction and the flat monthly rate may be reduced, if Contractor does not meet the Acceptable Quality Levels (AQLs) listed in the Statement of Work, Performance Requirements Summary (Attachment A, Statement of Work, Technical Exhibit 7.1) for the remaining performance requirements standards or otherwise out of compliance.

The reduction amount for each applicable standard for which the AQL is not met will be calculated based on a 0.5% deduction from the Contractor's budgeted profit as referenced in Attachment B, Contractor's Eleven Month Budget Sheet, (if non-profit or government agency, a 0.5% deduction from the Contractor's Administrative Overhead to the extent allowable under federal/state guidelines) for each of the three months in the evaluation period.

The total deduction may not exceed the contractors profit total/administrative overhead total.

The County, at its sole discretion, reserves the right to waive these deductions.

## **5.5 Staffing Adjustments**

Should the County's GAIN allocated staffing level increase or decrease due to caseload or program changes during the contract period from those projected by the County and included in the Contract, the Contractor's flat monthly fee may be adjusted, at County discretion through an amendment, to take into account the increased or decreased need, unless there is a change that is necessitated by a change in federal, State, and/or County program requirements. Any increase will be subject to the conditions in Section 8.5, hereunder. When the COUNTY opts to make a staffing adjustment based on program changes, the COUNTY shall meet with the CONTRACTOR to discuss the decision and determine how such a decision impacts the CONTRACTOR's ability to meet the Contract's performance standards. Such discussions will be considered in assessing whether deductions may be waived, as discussed in Section 5.4.2.

## **5.6 Payment Processing**

Payment to the Contractor will be made monthly in arrears in the amounts specified in this Contract, provided that the Contractor is not in default under any provision of the Contract and has submitted a complete and accurate statement of payment due with documentation attached supporting the statement of payment due.

- .1 Contractor shall prepare and submit its invoice (County will provide invoice format sample), each in an original and one copy, along with its Monthly Management Report (MMR), to the County Contract Administrator (CCA) within fifteen (15) calendar days after the end of the month in which services were provided or payment may be delayed. Attached to the invoice shall be required Living Wage information and the MMR.
- .2 The County shall review the invoice/attachments and make payment adjustments as allowed by contract (i.e., for incentives or deductions, etc.) and authorize payment of an accurate invoice promptly after receipt of the Contractor's billing. The County will make a reasonable effort to effect payment to the Contractor within thirty (30) days from receipt of an invoice that is accurate as to form and content.



- .3 For invoicing purposes, the Contractor shall clearly identify this Contract as "GAIN Case Management Services".
- .4 The County may delay the last payment due hereunder until six (6) months after the termination of the Contract. The Contractor shall be liable for payment on thirty (30) days written notice of any offset authorized by the Contract not deducted from any payment made by the County to the Contractor.
- .5 If this Contract is awarded to a federal, state or local government agency, public university, public college or other public educational institution, Contract payment will be effected using an actual cost method of reimbursement.
- .6 Prior to receiving final payment hereunder, Contractor shall submit a signed, written release discharging the County, its officers and employees, from all liabilities, obligations, and claims arising out of or under the Contract, except for any claims specifically described in detail in such release.

**5.7 Prior Six-Month Expiration Notice**

The Contractor shall notify DPSS when this contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to DPSS at the address to be provided by DPSS.

**5.8 75% Expenditure Notification**

Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this contract. Upon occurrence of this event, Contractor shall send written notification to DPSS at the address to be provided by DPSS.

**5.9 Payment Limitation**

The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

### **5.10 County Approval of Invoices**

All invoices submitted by the Contractor for payment must have the written approval of the County's Contract Administrator prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

### **5.11 Withholding of Payment**

If Contractor fails to submit accurate, complete, timely and properly certified MMRs, the County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

## **6.0 ADMINISTRATION OF CONTRACT - COUNTY**

The County shall notify the Contractor in writing of any change in the names or addresses shown.

### **6.1 County's Contract Administrator (CCA)**

The responsibilities of the County's Contract Administrator (CCA) include:

- ensuring that the objectives of this contract are met;
- making changes in the terms and conditions of this contract in accordance with Sub-paragraph 8.5, Change Notices and Amendments;
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements;
- meeting with Contractor's Project Manager on an as needed basis; and
- monitoring any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.

The County's CCA is not authorized to make any changes in any of the terms and conditions of this contract and is not authorized to further obligate County in any respect whatsoever. The CCA is responsible for overseeing the day-to-day administration of this contract.

## **7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR**

### **7.1 Contractor's Manager**

7.1.1 Contractor's Manager must have a minimum three (3) years of case management experience, or experience substantially similar to these services. Contractor shall notify the County in writing of any change in the name or address of the Contractor's Manager.

7.1.2 Contractor's Manager shall be responsible for Contractor's day-to-day activities as related to this contract and shall coordinate with CCA on a regular basis.

### **7.2 Approval of Contractor's Staff**

County has the right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Manager.

### **7.3 Contractor's Staff Identification**

7.3.1 Contractor shall furnish and require every on-duty employee to wear a visible photo identification badge, identifying employee by name, physical description, and company. Such badge shall be displayed on employee's person at all times he/she is on duty.

7.3.2 Contractor shall notify the County within three business day when staff is terminated from working on this contract. Contractor is responsible to retrieve and promptly destroy the staff's County specified photo identification badge at the time of removal from the County contract.

7.3.3 If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and promptly destroy the Contractor's staff's County photo identification badge at the time of removal from working on the contract.

### **7.4 Background and Security Investigations**

7.4.1 All Contractor staff performing work under this contract shall undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing to work under this contract. County shall use its discretion in determining the method of background clearance to be used, which may include, but not be limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

- 7.4.2 County may request that Contractor's staff be immediately removed from working on the County contract at any time during the term of the contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County conducted background clearance.
- 7.4.3 County may immediately deny or terminate facility access to Contractor's staff that does not pass such investigation(s) to the satisfaction of the County, whose background or conduct is incompatible with County facility access, at the sole discretion of the County.
- 7.4.4 Disqualification, if any, of Contractor staff, pursuant to this Sub-paragraph 7.4, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **8.0 TERMS AND CONDITIONS**

### **8.1 ASSIGNMENT AND DELEGATION**

- 8.1.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part, without the prior written consent of the Department Head. Any unapproved assignment or delegation shall be null and void. Any payments by DPSS to any approved delegate or assignee on any claim under this Contract shall be deductible, at DPSS' sole discretion, against the claims, which the Contractor may have against the County.
- 8.1.2 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without DPSS' express prior written approval, may result in the termination of this Contract.

### **8.2 AUTHORIZATION WARRANTY**

The Contractor represents and warrants that the person executing this contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

### **8.3 BUDGET REDUCTIONS**

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Contractor under the contract. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. The Contractor shall continue to provide all of the services set forth in the contract.

In the event of the occurrence described above, the County will discuss with Contractor the possibility of reevaluating the performance penalty deduction.

### **8.4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76)**

Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Contract, Contractor certifies that neither it nor any of its owners, officers partners, directors or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Contract, Contractor certifies that, to its knowledge none of its subcontractors, at any tier, or any owner, officer partner, director or other principal of any subcontractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Contract, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Contract upon which the County may immediately terminate or suspend this Contract.

### **8.5 CHANGE NOTICES AND AMENDMENTS**

8.5.1 The County reserves the right to initiate Change Notices that do not affect the scope, term, contract sum, or payments. All such changes shall be accomplished with an executed Change Notice signed by the Contractor and by County Contract Administrator.

8.5.2 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this contract, an

Amendment shall be prepared and executed by the County Board of Supervisors and the Contractor.

8.5.3 The DPSS Director may prepare and sign amendments to the contract without further action by the County Board of Supervisors under the following conditions:

8.5.3.1 Amendments shall be in compliance with applicable County, State and Federal regulations.

8.5.3.2 The amendment is for a decrease in the Contract costs, or the amendment is for an increase of no more than 10% of the total original Contract amount, and is necessitated by additional and necessary services that are required for CONTRACTOR to comply with changes in Federal, State, or County requirements.

8.5.3.3 The County Board of Supervisors has appropriated sufficient funds in the Department of Public Social Services' (DPSS) Budget.

8.5.3.4 DPSS shall obtain the approval of County Counsel or designee for an amendment to this Contract.

8.5.3.5 This Contract may be renewed, at the sole discretion of the Director of DPSS, for two one-year periods by amending the Contract to reflect such renewal.

8.5.3.6 DPSS Director will file a copy of all amendments with the Executive Office of the County Board of Supervisors and Chief Administrative Office within fifteen (15) days after execution of each amendment.

## **8.6 CHILD/ELDER ABUSE/FRAUD REPORTING**

8.6.1 CONTRACTOR staff working on this Contract shall comply with California Penal Code (hereinafter "PC") Section 11164 et seq. and shall report all known or suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. CONTRACTOR staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with PC Sections 11166 and 11167.

8.6.2 Child abuse reports shall be made by telephone to the Department of Children and Family Services' hotline at (800) 540-4000 within twenty-four (24) hours.

8.6.3 CONTRACTOR staff working on this Contract shall comply with California Welfare and Institutions Code (WIC), Section 15600 et

seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate COUNTY adult protective services agency or to a local law enforcement agency, as mandated by these code sections. CONTRACTOR staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with WIC Sections 15630, 15633 and 15633.5.

8.6.4 CONTRACTOR staff working on this Contract shall also immediately report all suspected fraud situations to COUNTY within three (3) business days.

8.6.5 COUNTY shall indemnify, defend, and hold harmless CONTRACTOR and its officers, directors, employees, agents and representatives against any and all liability, demands, claims, cost, losses, damages, recoveries, settlements, judgments and expenses (including reasonable attorney's fees and fees and expenses incurred in enforcing this indemnity provision) incurred by CONTRACTOR arising from CONTRACTOR's compliance with Section VII, paragraphs 5.1 through 5.5, whether due to CONTRACTOR's passive or active negligence. This indemnity shall be applicable to any and all such claims as described herein that occur during the term of this Contract, whenever they are made. Each party hereby acknowledges that the indemnity expressed in this section was negotiated and each was represented by independent legal counsel.

## **8.7 COMPLAINTS**

The Contractor shall develop, maintain, and operate procedures for receiving, investigating and responding to complaints.

Within five (5) business days after contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

8.7.1 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.7.2 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days.

8.7.3 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

- 8.7.4 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.7.5 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.7.6 Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

## **8.8 COMPLIANCE WITH APPLICABLE LAW**

- 8.8.1 The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.8.2 The Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

## **8.9 COMPLIANCE WITH CIVIL RIGHTS LAW**

- 8.9.1 The Contractor shall abide by the provisions of Title VI and Title VII of the Federal Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Food Stamp Act of 1977, the Americans with Disabilities Act of 1990, WIC Section 10000, California Department of Social Services Manual of Policies and Procedures, Division 21, and other applicable Federal and State laws to ensure that employment practices and the delivery of social service programs are nondiscriminatory. Under this requirement the Contractor shall not discriminate on the basis of race, color, national origin, ancestry, political affiliation, religion, marital status, sex, age, gender or disability. The Contractor shall sign and adhere to the "Bidder's/Offeror's Nondiscrimination in Services Certification", Attachment G.
- 8.9.2 In addition, a Resolution Agreement between DPSS and the Federal Office for Civil Rights, Department of Health and Human Services, that was signed on October 23, 2003, requires additional Civil Rights actions by DPSS in providing services to the public through contracts for all CalWORKs/TANF funded contracts and MOUs.



CONTRACTOR shall comply with the terms of the Resolution Agreement as directed by DPSS, which includes, but is not limited to the following:

- Ensuring that public contact staff attend the mandatory DPSS-provided Civil Rights Training; and
- Ensuring that notices sent to participants are in their primary language; and
- Providing interpreters so that DPSS can ensure meaningful access to services for all participants; and
- Maintaining records and record retention of all Civil Rights related correspondence to participants, including the Civil Rights Complaint Log; and
- Collecting data necessary to monitor compliance with Civil Rights requirements.
- Monitoring Contractors to ensure their compliance with Title VI, including Americans with Disabilities Act of 1990, and applicable provisions of the law and of this Contract, and all related DPSS policies and procedures. This shall include conducting periodic audits and announced visits of Contractors on an as-needed basis.

## **8.10 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM**

### **8.10.1 Jury Service Program**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

### **8.10.2 Written Employee Jury Service Policy**

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees

deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County Contractor and have received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## **8.11 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM**

### **8.11.1 Living Wage Program**

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as Exhibit J and incorporated by reference into and made a part of this Contract.

### **8.11.2 Payment of Living Wage Rates**

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County under the Contract:
  - a. Not less than \$9.46 per hour if, in addition to the per-hour wage, the Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
  - b. Not less than \$8.32 per hour if, in addition to the per-hour wage, the Contractor contributes at least \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. The Contractor will be deemed to have contributed \$1.14 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Contract, the Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits, the Contractor shall be required to pay its Employees the higher hourly living wage rate.
2. For purposes of this Sub-paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract Contract and a copy of the Living Wage Program shall be attached to the Contract. "Employee" means any individual, who is an employee of the

Contractor under the laws of California, and who is providing full-time services to the Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

3. If the Contractor is required to pay a living wage when the Contract commences, the Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.
4. If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for an exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the Contractor continues to qualify for an exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the timeframe permitted by the County, the Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

#### **8.11.3 Contractor's Submittal of Certified Monitoring Reports**

The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor's employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the Contractor for health benefits, if any, for each of its employees. The certified monitoring reports shall also state the name and identification number of the Contractor's current health care benefits plan, and the Contractor's portion of the premiums paid as well as the portion paid by each employee. All certified monitoring reports shall be submitted on forms provided by

the County, or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

#### **8.11.4 Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims**

During the term of the Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

#### **8.11.5 County Auditing of Contractor Records**

Upon a minimum of twenty-four (24) hours written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of ten (10) years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

#### **8.11.6 Notifications to Employees**

The Contractor shall place County-provided living wage posters at each of the Contractor's places of business and locations where Contractor's employees are working. The Contractor shall also distribute County-provided notices to each of its employees at least once per year. The Contractor shall translate into Spanish and any other language spoken by a significant number of employees the posters and handouts.

#### 8.11.7 Enforcement and Remedies

If the Contractor fails to comply with the requirements of this Sub-paragraph, the County shall have the rights and remedies described in this Sub-paragraph in addition to any rights and remedies provided by law or equity.

1. Remedies For Submission of Late or Incomplete Certified Monitoring Reports If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
  - a. Withholding of Payment If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
  - b. Liquidated Damages It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
  - c. Termination The Contractor's continued failure to submit accurate, complete, timely, and properly certified monitoring reports may constitute a material breach of the Contract. In

the event of such material breach, the County may, in its sole discretion, terminate the Contract.

2. Remedies for Payment of Less Than the Required Living Wage

If the Contractor fails to pay any employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

a. Withholding Payment If the Contractor fails to pay one or more of its employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

b. Liquidated Damages It is mutually understood and agreed that the Contractor's failure to pay any of its employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of \$50 per employee per day for each and every instance of an underpayment to an employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

c. Termination The Contractor's continued failure to pay any of its employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

3. Debarment In the event the Contractor breaches a requirement of this Sub-paragraph, the County may, in its sole discretion, bar the Contractor from the award of future County contracts for a

period of time consistent with the seriousness of the breach, not to exceed three years.

#### **8.11.8 Use of Full-Time Employees**

The Contractor shall assign and use full-time employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is understood and agreed that the Contractor shall not, under any circumstance, use non-full-time employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. The Contractor submitted with its proposal a full-time employee staffing plan. If the Contractor changes its full-time employee staffing plan, the Contractor shall immediately provide a copy of the new staffing plan to the County.

#### **8.11.9 Contractor Retaliation Prohibited**

The Contractor and/or its employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this Sub-paragraph may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

#### **8.11.10 Contractor Standards**

During the term of the Contract, the Contractor shall maintain business stability, integrity in employee relations, and the financial ability to pay a living wage to its employees. If requested to do so by the County, the Contractor shall demonstrate to the satisfaction of the County that the Contractor is complying with this requirement.

#### **8.11.11 Neutrality in Labor Relations**

The Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of, collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide



collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

## **8.12 CONFLICT OF INTEREST**

8.12.1 No County employee whose position with the County enables such employee, to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.12.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

## **8.13 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give **first consideration** for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

## **8.14 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates.

The County will refer GAIN/GROW participants by job category to the Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

#### **8.15 CONSIDERATION OF HIRING DISPLACED CONTRACTED CASE MANAGEMENT EMPLOYEES**

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to displaced case management contracted staff who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates.

In the event that both laid-off County employees and case management service providers are available for hiring, County employees shall be given first priority.

#### **8.16 CONTRACTOR'S RESPONSIBILITY AND DEBARMENT**

##### **8.16.1 Responsible Contractor**

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Contractors.

##### **8.16.2 Chapter 2.202 of the County Code**

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time not to exceed 3 years, and terminate any or all existing contracts the Contractor may have with the County.

##### **8.16.3 Non-responsible Contractor**

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a Contract with the County or a nonprofit corporation created by the County, (2) committed any act or omission which negatively reflects on the Contractor's quality,

fitness or capacity to perform a Contract with the County or any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

#### **8.16.4 Contractor Hearing Board**

If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence that is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

#### **8.16.5 Subcontractors of Contractor**

These terms shall also apply to Subcontractors of County Contractors.

### **8.17 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT**

The Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Contractor's place of business. The County's Child Support Services Department (CSSD) will supply the Contractor with the poster to be used.

**8.18 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. Department of Public Social Services will supply the Contractor with the poster to be used.

**8.19 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

8.19.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.19.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or CSSD Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

**8.20 COUNTY'S QUALITY ASSURANCE PLAN**

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other deductions as specified in this Contract.

## **8.21 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS**

- 8.21.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.21.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

## **8.22 CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT**

The Contractor shall maintain the confidentiality of all records obtained from the County under the Contract in accordance with all applicable Federal, State or local laws, ordinances, regulations, and directives relating to confidentiality. The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of the Contract. The Contractor shall cause each employee performing services covered by the Agreement to sign and adhere to the "Contractor Employee Acknowledgment and Confidentiality Agreement", Attachment E, hereunder.

By State law, including without limitation (W & I Code, Section 10850 et seq. and 17006), all of the case records and information pertaining to individuals receiving aid or confidential and no information related to any individual case or cases is to be in any way relayed to anyone except those employees of the Los Angeles County Department of Public Social Services so designated without written authorization from DPSS.

## **8.23 CONTRACTOR'S CERTIFICATION OF BILINGUAL STAFF**

Contractor must have a certification process in place to ensure that bilingual staff are proficient in oral and/or written communication in English and in the specified non-English language(s). Upon request, Contractor shall provide County with standards/process used to certify proficiency of bilingual staff.

## **8.24 EMPLOYMENT ELIGIBILITY VERIFICATION**

The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others, and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees

performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law. The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

#### **8.25 FAIR LABOR STANDARDS**

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, deductions, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

#### **8.26 FORCE MAJEURE**

Except with respect to defaults of any subcontractor(s) CONTRACTOR shall not be liable for such excess costs, penalties, liquidated damages, nor shall it be considered in default of any obligation hereunder, if its failure to perform this contract arises out of war, acts of terrorism, fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, work slowdowns, lockouts (other than a lockout by CONTRACTOR or any of CONTRACTOR's subcontractors), freight embargoes, or other similar acts to those described above, but in every such case the failure to perform must be beyond the control and without fault or negligence of CONTRACTOR. If the failure to perform is caused by the default of a subcontractor and if such default arises out of causes beyond the control of both CONTRACTOR and subcontractor, and without any fault or negligence of either of them, CONTRACTOR shall not be liable for any such excess cost for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit CONTRACTOR to meet the required performance schedule. CONTRACTOR agrees to use all reasonable commercial efforts to obtain such goods or services from other sources and to mitigate the damages and reduce the delay of any of the above mentioned force majeure event. As used in this Paragraph 8.26, the term "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

## **8.27 GOVERNING LAW, JURISDICTION, AND VENUE**

- 8.27.1 This Contract shall be governed by and construed in accordance with and governed by the laws of the State of California.
- 8.27.2 Any reference to a specific statute, regulation, or other law is deemed to include a reference to any amendment thereto as of the effective date of such amendment, further, this Contract shall be interpreted, and the parties' duties and obligations under this Contract shall be consistent with, any amendment to any applicable statute, regulation, or any other law which occurs after the effective date of this Contract.
- 8.27.3 Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California, Central Civil Division.

## **8.28 INDEPENDENT CONTRACTOR STATUS**

- 8.28.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.28.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.28.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

## **8.29 INDEMNIFICATION**

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

## **8.30 GENERAL INSURANCE REQUIREMENTS**

Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense.

### **8.30.1 Evidence of Insurance**

Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

Department of Public Social Services  
Contract Management Division  
12900 Crossroads Parkway South, 2<sup>nd</sup> Floor  
City of Industry, CA 91746  
Attn: Thanh V. Do

Prior to commencing services under this Contract, such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverage required in this Contract;
- Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Contract;
- Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such



retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

#### **8.30.2 Insurer Financial Ratings**

Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII, unless otherwise approved by the County.

#### **8.30.3 Failure to Maintain Coverage**

Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

#### **8.30.4 Notification of Incidents, Claims or Suits Contractor shall report to the County**

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a "County Non-employee Injury Report" to the County Contract Administrator.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Contract.

#### **8.30.5 Compensation for County Costs**

In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

#### **8.30.6 Insurance Coverage Requirements for Subcontractors**

The Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- The Contractor providing evidence of insurance covering the activities of subcontractors, or
- The Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

### **8.31 INSURANCE COVERAGE REQUIREMENTS**

#### **8.31.1 General Liability**

Insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

#### **8.31.2 Automobile Liability**

Written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

#### **8.31.3 Workers' Compensation and Employers' Liability**

Insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the

U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

#### **8.31.4 Crime Insurance**

Insurance with limits in amounts not less than indicated below covering against loss of money, securities, or other property referred to in this Contract, and naming the County as loss payee.

Employee Dishonesty:	\$1,000,000
Forgery or Alteration:	\$1,000,000
Theft, Disappearance and Destruction	\$1,000,000
Computer Fraud	\$1,000,000

#### **8.31.5 Professional Liability - Error and Omissions Coverage**

Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$1 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Contract."

### **8.32 LIQUIDATED DAMAGES**

8.32.1 If, in the judgment of the County, the Contractor breaches the Contract requirements as specified in the Performance Requirements Summary (PRS) Chart, as defined in Attachment A, Technical Exhibit 7.1, hereunder, the County will have a claim for the sum specified in Paragraph 5.0 (Contractor Payment), to be paid by the Contractor in accordance with the Contract as liquidated damages. The Director, or his/her designee, shall notify Contractor in writing of the specific instances and areas of noncompliance and/or nonperformance and the corresponding unsatisfactory performance deductions.

8.32.2 This paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

### **8.33 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM**

This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining, or attempting to obtain certification as a Local Small Business Enterprise. Contractor shall not willfully and knowingly made a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;
2. In addition to the amount described in paragraph 1 above, be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above deductions shall also apply if Contractor is no longer eligible for certification as a result in a change of their status and Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

### **8.34 MOST FAVORED PUBLIC ENTITY**

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any County, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

### **8.35 NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

- 8.35.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.35.2 The Contractor shall certify to, and comply with, the provisions of Attachment F - *Contractor's EEO Certification*.
- 8.35.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.35.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
- 8.35.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.35.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.35 when so requested by the County.
- 8.35.7 If the County finds that any provisions of this Sub-paragraph 8.35 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of

this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.35.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671, as liquidated damages in lieu of terminating or suspending this Contract.

#### **8.36 NON EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict DPSS from acquiring similar, equal or like goods and/or services from other entities or sources.

#### **8.37 NOTICE OF DELAYS**

Except as otherwise provided under this contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party.

#### **8.38 NOTICE OF DISPUTES**

The Contractor shall bring to the attention of the County Contract Administrator and/or County Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this contract. If the County Contract Administrator or County Project Director is not able to resolve the dispute, the Department Head, or designee shall resolve it.

#### **8.39 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

#### **8.40 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

Contractor shall notify and provide to its employees, and shall require each subcontractor (if any) to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment P Safely Surrendered Baby Law, and is also available on the internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.”

#### **8.41 NOTICES**

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties. Addresses may be changed by either party giving ten (10) days’ prior written notice thereof to the other party. The Department Head shall have the authority to issue all notices or demands required or permitted by the County under this contract.

#### **8.42 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

#### **8.43 PUBLIC RECORDS ACT**

8.43.1 Any documents submitted by Contractor; all information obtained in connection with the County’s right to audit and inspect Contractor’s documents, books and accounting records pursuant to Sub-paragraph 8.45 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to this Contract become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked “trade secret”, “confidential”, or “proprietary”. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

- 8.43.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

#### **8.44 PUBLICITY**

The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; or
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that, the requirements of this Sub-paragraph 8.44 shall apply.

#### **8.45 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor



shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.45.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.45.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.45 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.45.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

#### **8.46 RECYCLED BOND PAPER**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

#### **8.47 REMOVAL OF UNSATISFACTORY PERSONNEL**

The County shall have the right, at its sole discretion, to require the Contractor to remove any employee from the performance of services under this Contract. At the request of the County, the Contractor shall immediately replace said personnel.

## **8.48 RULES AND REGULATIONS**

During the time that Contractor's employees or agents are at County facilities, such persons shall be subject to the rules and regulations of County facilities. It is the responsibility of Contractor to acquaint such persons, who are to provide services, with such rules and regulations. In the event that the County determines that an employee of Contractor has violated any applicable rule or regulation, the Director or designee shall notify Contractor and Contractor shall undertake such remedial or disciplinary measures as Contractor determines appropriate. If the problem is not thereby corrected, then Contractor shall permanently withdraw any of its employees from the provision of services upon receipt of written notice from Director or designee that: (1) such employee has violated such rules or regulations; or (2) such employee's actions, while on County premises, indicate that the employee may adversely affect the delivery of County services. Upon removal of any employee, Contractor shall immediately replace the employee and continue services hereunder.

## **8.49 SUBCONTRACTING**

- 8.49.1 The requirements of this Contract may not be subcontracted by the Contractor without the advance approval of the County. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 8.49.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
- A description of the work to be performed by the subcontractor;
  - A draft copy of the proposed subcontract; and
  - Other pertinent information and/or certifications requested by the County.
- 8.49.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
- 8.49.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.49.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.

- 8.49.6 The County's Contract Administrator is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees.
- 8.49.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.49.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to the following contact/address before any subcontractor employee may perform any work hereunder.

Department of Public Social Services  
Contract Management Division  
12900 Crossroads Parkway South , 2<sup>nd</sup> Floor  
City of Industry, CA 91746  
Attn: Thanh V. Do

- 8.49.9 In the event that the County consents to subcontracting, Contractor shall include in all subcontracts, the following provision: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."

**8.50 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.19 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which COUNTY may terminate this contract pursuant to Paragraph 8.52 "Termination for Default" and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

**8.51 TERMINATION FOR CONVENIENCE**

- 8.51.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to the Contractor of a notice of termination specifying the

extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30) days after the notice is sent.

8.51.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work, as shall not have been terminated by such notice.

8.51.3 For a period of five (5) years after final settlement under this Contract, the Contractor shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract with respect to the termination of work hereunder. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

## **8.52 TERMINATION FOR DEFAULT**

8.52.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Contract Administrator:

- Contractor has materially breached this Contract;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.52.2 In the event that the County terminates this Contract in whole or in part as provided in Sub-paragraph 8.52.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any, and all excess costs incurred by the County, as determined by the County, for

such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

- 8.52.3 The Contractor shall not be liable for any such excess costs, penalties, liquidated damages, or other liability whatsoever, nor shall it be considered in default hereunder of the type identified in Sub-paragraph 8.52.1 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the reasonable control and not solely caused by the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and not solely caused by the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule without incurring additional cause. As used in this Sub-paragraph 8.52.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.
- 8.52.4 If, after the County has given notice of termination under the provisions of this Sub-paragraph 8.52.4, it is determined by the County that the Contractor was not in default under the provisions of this Sub-paragraph 8.52, or that the default was excusable under the provisions of Sub-paragraph 8.52.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.51 - Termination for Convenience.
- 8.52.5 In the event the County terminates this Contract in its entirety due to the Contractor's default as provided in sub-paragraph 8.52.1, the Contractor and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Contractor and the County agree that the County shall, at its sole option and in lieu of the provisions of Sub-paragraph 8.52.2, be entitled to liquidated damages from the Contractor, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's

Contract sum, whichever is less, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the Contractor to the County by cash payment upon demand or, at the sole discretion of the *(Department)*, or designee, deducted from any amounts due to the Contractor by the County, whether under this Contract or otherwise.

These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Contract, and the Contractor's payment of these liquidated damages shall not in any way change, or affect the provisions of sub-paragraph 8.29 Indemnification.

- 8.52.6 The rights and remedies of the County provided in this sub-paragraph 8.52 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

### **8.53 TERMINATION FOR IMPROPER CONSIDERATION**

- 8.53.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.53.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.53.3 Among other items, such improper consideration may take the form of cash, discounts, and service, the provision of travel or entertainment, or tangible gifts.

### **8.54 TERMINATION FOR INSOLVENCY**

- 8.54.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code; or
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code; or
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.54.2 The rights and remedies of the County provided in this subparagraph 8.54 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.55 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010, retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may, in its sole discretion, immediately terminate or suspend this Contract.

#### **8.56 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

#### **8.57 VALIDITY**

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

#### **8.58 WAIVER**

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. No wavier shall be enforced unless said wavier is set forth in writing.

#### **8.59 WARRANTY AGAINST CONTINGENT FEES**

8.59.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor, for the purpose of, securing business.

8.59.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.



In witness whereof, the Board of Supervisors of the COUNTY of Los Angeles has caused this Contract to be subscribed by the Chair, and the seal of said Board hereto affixed and attested by the Executive Officer and Clerk thereof, and CONTRACTOR has caused this Contract to be signed by its duly authorized Officer(s), on this \_\_\_\_ day of \_\_\_\_\_, 2005

CONTRACTOR

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Name  
Title

BY \_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:

Violet Verona-Lukens, Executive Officer  
Clerk of the Board of Supervisors  
of the County of Los Angeles

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

By \_\_\_\_\_  
Senior Deputy County Counsel

**ATTACHMENT A**

**STATEMENT OF WORK AND  
TECHNICAL EXHIBITS**

# STATEMENT OF WORK

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## **PREAMBLE**

For nearly a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. The key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, businesses and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- |                   |                         |
|-------------------|-------------------------|
| ➤ Responsiveness  | ➤ Integrity             |
| ➤ Professionalism | ➤ Commitment            |
| ➤ Accountability  | ➤ A Can-Do Attitude     |
| ➤ Compassion      | ➤ Respect for Diversity |

These shared values are encompassed in the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County

and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ✓ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✓ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✓ There is no "wrong door": wherever a family enters the system is the right place.
- ✓ Families receive services tailored to their unique situations and needs.
- ✓ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✓ The County service system is flexible, able to respond to service demands for both the countywide population and specific population groups.
- ✓ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✓ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✓ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✓ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✓ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✓ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.

- ✓ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County's five outcomes for children and families: good health, safety and survival, economic well-being, social and emotional well-being, and education and workforce readiness.

The County, its clients, contracting partners, and the community are working together to develop practical ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strength-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human services departments and their partners are working together to achieve the following ***Customer Service And Satisfaction Standards*** in support of improving outcomes for children and families.

#### *Personal Service Delivery*

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

#### *Service Access*

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services



### Service Environment

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

## **1.0 STATEMENT OF WORK OVERVIEW**

DPSS requires Contractors with professional staff who can provide culturally/linguistically sensitive, full-service GAIN case management operations for a population with economic, educational and social barriers. This clientele of CalWORKs participants have varying work history/skills (including those with no/limited skills), varying education levels, child care needs, and other specialized needs (e.g., domestic violence, substance abuse and mental health barriers).

GAIN services under this Contract consists of operating, under the guidance and direction of DPSS, the County's GAIN Program for the CalWORKs participants residing in the area covered by this Contract. The GAIN Program is a State program that is subject to State and County rules and regulations, and federal guidelines and standards. In operating this program, Contractors will be required to abide by the GAIN Program's federal, State and County policies and regulations, generally defined throughout this Contract as "Applicable GAIN Policies and Regulations."

Contractor is asked to provide innovative solutions to address the participants' barriers and facilitate job placement and retention so participants can become self-sufficient. In working with individual WtW participants, the Contractor shall motivate and mentor the participant, assess their needs in achieving self-sufficiency, refer the participant to needed resources, and coordinate the participant's efforts in meeting their WtW responsibilities. This Statement of Work (SOW) provides information of the services the Contractor is expected to provide during the term of the contract.

### **1.1 CASELOAD CHARACTERISTICS**

County shall assign GAIN cases to contractor based on the participants' CalWORKs eligibility and geographical location. This caseload is composed of CalWORKs participants who speak various languages and are employed and unemployed. It consists of CalWORKs participants who have varying work history or skills, childcare needs, and other specialized needs (e.g., domestic violence, substance abuse and mental health barriers). There are over 25 language groups represented in this caseload. A number of these recipients have some college education; the majority attended school for some length of time. However, a substantial number have had no minimal schooling. Many of these participants have poor to no English language skills.

In assisting this population of WtW participants to reach economic self-sufficiency and freedom from welfare dependency, Contractor is to be mindful of the barriers that participants must overcome. Examples of these barriers or needs include the following:

- Lack of English language skills
- Lack of native language literacy
- Lack of other basic education skills
- Low education level
- Lack of job skills
- Lack of childcare
- Lack of access to public transportation
- Domestic violence, mental health, substance abuse
- Lack of stable, affordable housing
- Lack of a support system
- Feelings of isolation
- Learning disabilities

## **1.2 SCOPE OF WORK**

Contractor is required to explain how it will meet the expectations as detailed in general in this section 1.2, and more specifically in this Attachment A, Statement of Work. Throughout, Contractor must explain how it should address their plan in meeting the specific needs of each GAIN Region they wish to bid on.

Contractor will be required to provide an environment that is businesslike, positive and motivating for participants. Staff will act in a professional manner in welcoming and assisting the participants in their job seeking activities, giving out job leads/referrals, following up on job interviews with employers, counseling participants on overcoming lack of confidence and self-esteem, and addressing their specific employment barriers.

Contractor shall be able to work with all participants in a group, individually, or in a combination of both approaches. Services, programs and any forms, signs, notices and other written materials that the Contractor uses for the provision of these WtW services must be available and offered to a participant in the

individual's primary language, when translated versions of these materials are made available by the State of California Department of Social Service (CDSS) or DPSS. When written materials are not translated by these entities, the contractor must either provide appropriate interpretive services or these materials in the participant's native language (as approved by DPSS).

Contractor must be flexible in furnishing the necessary services to participants as the program and participant needs change within the bounds of "Applicable GAIN Policies and Regulations."

Contractor shall explain how it will:

- .1 Be responsive to the participants' specific situations when interacting with them through group or individual services or a combination thereof.
- .2 Jointly develop a WtW Plan with the participant following vocational assessment, utilizing the information gathered from the assessment.
- .3 Monitor participant activities within each welfare-to-work component, document case activity, and track participant's progress on DPSS' GEARS system, as required by the California State regulations and the Los Angeles County DPSS policy.
- .4 Adhere to the WtW flow as shown in Attachment A, Section 2.0 below.
- .5 Meet performance outcomes measures, as detailed in Attachment A, Section 4.0.
- .6 Meet Performance Requirement Standards, as detailed in this Attachment A, and summarized in, Technical Exhibit 7.1.
- .7 Offer and provide all necessary supportive services to assist WtW participants in overcoming barriers to employment and self-sufficiency.
- .8 Meet administrative tasks required of all GAIN services regions, as well as contractor reporting responsibilities.
- .9 Maintain the integrity of the County's WtW program by ensuring contractor staff meet their responsibilities, as well as make appropriate assessments in assessing participant fraud, and making fraud referrals, as necessary.
- .10 Protect the civil rights of all participants.

- .11 Provide the necessary case managers, supervisory support, and administrative support, as proposed and agreed upon at contract execution.
- .12 Provide all facilities and supplies, unless otherwise specified as County provided items.

Contractor shall ensure that all services furnished meet the language needs and are oriented to the diversity of participants in the region. The Contractor will be responsible for the existing caseload and new caseload referrals. To efficiently deliver GAIN services to GAIN participants, the County of Los Angeles has been divided into seven regions. For this Contract, delivery of services will be required in offices serving Regions II and VII. Region II is classified as a GAIN Regional office, whereas Region VII is classified as a GAIN sub-office. (See SOW Section 6.1.2 B for a listing of the offices involved.)

## **2.0 WELFARE-TO-WORK FLOW**

The GAIN Program is a State program subject to State and County rules, policies, procedures and regulations. In administering the GAIN Program, Contractor must abide by all “Applicable Policies and Regulations” that govern this program. This Contract is not meant to supersede “Applicable Rules and Regulations” and is consistent with them. A Welfare-to-Work (WtW) Flow has been developed to capture the complex array of services offered under the GAIN program. GAIN Case Management services flow is provided in Attachment A, Technical Exhibit 7.6, “Welfare-to-Work Flow Chart.”

Case Managers are expected to follow this WtW Flow when providing services to WtW participants. The subsections to this Section 2.0 provide additional information on various stages in the WtW Flow.

### **2.1 CASE ASSIGNMENT**

Contractor shall assign newly referred WtW participants in an expeditious and accurate manner. If a participant is erroneously assigned, Contractor shall expeditiously reassign the participant, as appropriate.

Contractor shall ensure GEARS is updated to allow for automated assignment, when possible. If not possible, the Contractor shall ensure assignments are manually made quickly and effectively.

### **2.2 CASE MANAGEMENT OPERATIONS AND TASKS**

Contractor shall ensure that participants are scheduled for their first and subsequent work activities with lapses of **no more than 30 days** between activities. The Contractor shall be responsible for providing tracking and reporting welfare-to-work services through effective case management.

Contractor shall be measured in this task. The County will review GEARS reports to determine the number of cases that have had no activity within 30 days. County will determine a performance rate by dividing this number by the total active caseload. This Contractor performance rate is compared against the County’s performance rate. The difference between the two should be within three (3) percentage points and will be the Acceptable Quality Level (AQL) on this standard. This measure is included in Attachment A, Technical Exhibit 7.1, Performance Requirement Summary (PRS). The County, at its sole discretion,

may change the means of measuring this standard via a Change Notice, as noted in this Contract, Section 8.5.1.

## **2.3 ORIENTATION**

Contractor will refer newly assigned CalWORKs participants to Orientation services prior to assignment into any other component. Orientation includes a series of motivational techniques as well as a quick overview of the GAIN program and is to be provided by another agency contracted by the County.

The Contractor is responsible for completing the various steps required to identify and assess participants for the GAIN program orientation, which may include, but not be limited to:

- Coordinate with DPSS for data review a list of potential participants.
- Register/enroll participants for Orientation through data entry on the GAIN Employment Activity Reporting System (GEARS).
- Coordinate Orientation appointments with the contractor responsible for the provision of these services as outlined by DPSS.
- Prepare and send an activity assignment letter in the participant's appropriate language to all participants scheduled for orientation.
- Should participants fail to attend orientation, Contractor shall initiate non-compliance procedures.

## **2.4 CONDUCT WELFARE-TO-WORK INTAKE**

In addition to the existing caseload, the regular flow of new GAIN referrals includes: new CalWORKs applicants, those participants who lose their former exemption status and formerly sanctioned participants, employed participants seeking post-employment services and/or specialized supportive services such as child care, transportation, ancillary/work-related benefits, etc., participants who lose full-time employment and time-limited participants requesting post time limit services within twelve months of deregistration.

Contractor shall conduct a GAIN appraisal interview for all participants, which shall include, at a minimum:

- An appraisal of work history, educational achievement, and literacy.
- An evaluation of the participant's immediate supportive services needs (e.g., child care, transportation, ancillary/work-related benefits, etc.).

- An explanation of GAIN program requirements and responsibilities.
- An overview of the Contractor's specific methods and processes for providing services and work activities for participants.
- An explanation of the financial and social benefits of working.
- Specialized Supportive Services screening (e.g. mental health, domestic violence, substance abuse).
- Learning Disability screening.

Contractor must accept all non-exempt participants into the GAIN Program. Participants cannot be rejected, except in cases involving specific conditions qualifying for welfare-to-work exemption or sanctions for non-compliance, but only after Due Process, as determined by program regulations. Note that participants who qualify for an exemption may volunteer to participate.

## **2.5 APPROVE AND MONITOR PARTICIPANTS IN SELF-INITIATED PROGRAMS (SIP)**

A SIP is an education or training program in which a participant is enrolled prior to the date of the referral to the Contractor. The Contractor shall approve or deny SIPs according to GAIN program requirements. The Contractor shall monitor the attendance and progress of participants in approved SIPs, and when the SIP is completed, refer the participant to Job Club/Job Search and promote a rapid transition to employment.

Participants in SIPs must participate in concurrent WtW Activities when the hours of the education and/or training program are less than the full-time weekly Participation Rate discussed in Attachment A, Section 4.1 below.

## **2.6 REFER TO JOB CLUB/JOB SEARCH**

Contractor shall refer all participants, except for those approved in SIP, to full-time job search activities provided by a separate Contractor.

Contractor shall ensure participants are provided with the necessary Supportive Services to meet their Job Club/Job Search activities.

## **2.7 DUAL TRACK EVALUATION**

Contractor shall evaluate on a case-by-case basis any participants identified as being "Dual Track" and assign a dual track designation to GAIN participants making a failing score on the Literacy Screening Tool. Dual track candidates are offered the option during Job Club to combine part-time work concurrent with a WtW remedial course to improve literacy; i.e., reading, writing, math, English as



a Second Language (ESL) and Vocational English as a Second Language (VESL). Follow the procedures as outlined in Applicable GAIN Policies and Procedures. Dual Track is available to participants under special circumstances where the WtW Flow of Orientation to Job Club may not meet the participant's unique needs. Additionally, "Dual Track" may be necessary when a determination to shorten or bypass Job Club/Job Search is made by the case manager, participant, and supervisor. Contractor shall review and follow applicable policy and procedures prior to making a determination.

## **2.8 VOCATIONAL ASSESSMENT**

Contractor shall refer participants who have not obtained full-time unsubsidized employment by the end of the Job Search period described above, to County approved Vocational Assessment providers for Vocational Assessment. Participants in approved, full-time SIPs are an exception and shall not require an assessment. Contractor shall utilize the Vocational Assessment in developing a WtW Plan (see Section 2.10).

## **2.9 CLINICAL ASSESSMENT**

Contractor shall refer participants who request Specialized Supportive Services to County approved clinical assessment providers per established policy and procedures.

## **2.10 DEVELOP THE WELFARE-TO-WORK PLAN**

Contractor shall ensure that CalWORKs participants sign their initial WtW plan within 90 days of their determination of eligibility for CalWORKs cash aid as posted by the County.

The WtW Plan shall include:

- The specific activity assignments and services that will move the participant into sustained employment.
- The hours of participation required.
- Other details as indicated on the WtW Agreement form that will be provided by the County.

Contractor shall enroll all non-exempt adults in at least twenty (20) hours per week of Core WtW Activities and twelve (12) to fifteen (15) hours per week in Core or non-Core activities that will aid recipients in obtaining employment (see definition of Core and non-Core activities, pages 112 and 115 respectively).

Work activities shall be customized for each participant to ensure the most rapid job placement possible and to promote continuous employment once a job is obtained.

WtW activities shall be selected from the approved activities list of approved activities below. Activities may be required concurrently, and it is anticipated that many participants will be involved in multiple concurrent activities.

- Unsubsidized Employment
- Work Experience
- On-the-Job Training
- Work Study
- Self-Employment
- Job Search and Job Readiness Assistance
- Job Skills Training Directly Related to Employment
- Vocational Education and Training
- Education Directly Related to Employment
- Community Services
- Adult Basic Education (includes remedial education, GED, and ESL)
- Substance Abuse Treatment, Mental Health Services, and Domestic Violence Services
- Post Time Limited Services
- Post-Employment Services:
  - Job retention services
  - Skills and career enhancement
  - Life skills and mentoring

#### Post Time Limited Services

In order to comply with the individualized WtW plan, Contractor shall ensure participants have all the necessary Supportive Services in place prior to the component appointment date. Contractor shall follow up on GAIN issuances by requesting and obtaining required documentation to substantiate payment and updating GEARS with appropriate information.

Contractor shall be measured in this task. County shall determine the number of cases that did not have the initial WtW Plan within 90 days of CalWORKs case approval or of becoming a mandatory WtW participant. County will determine

Contractor's performance rate by dividing this number by the total active caseload. This Contractor performance rate is compared against the County's performance rate. The difference should be within three (3) percentage points and will be the AQL on this standard. This measure is included in Attachment A, Technical Exhibit 7.1, PRS. The County, at its sole discretion, may change the means of measuring this standard via a Change Notice, as noted in this Contract, Section 8.5.1.

## **2.11 NON-COMPLIANCE REQUIREMENTS**

Contractor shall hold participants accountable for meeting their WtW responsibilities and their WtW Plan. Contractor shall assist the participant by any reasonable means to ensure the participant remains in compliance with Program expectations. The overall goal of this requirement is to minimize the number of sanctions imposed on a participant with the expectation that the participant understands the importance of compliance, complies with his/her WtW plan, and remains in full compliance into the GAIN WtW Program.

Should a participant fail or refuse to comply with mandatory appointments or other requirements, the Contractor shall initiate the cause determination by recommending a sanction be imposed on a participant. This sanction generally entails a deduction in the participant's CalWORKs cash grant and is used for the purpose of enforcing the CalWORKs program participation requirements. Contractor shall promptly notify the participant and the designated staff within time limits prescribed by the County upon determining that the participant has failed or refused to comply with program requirements, including hours of participation.

This actual sanctioning of a participant is a "Discretionary Action." State law requires that only County staff shall take Discretionary Actions on cases. Thus, Contract staff shall solely make recommendations to sanction cases. The County will review the case situation and make the final decision on the sanction recommendation.

Contractor shall be measured in this task. County shall determine a performance rate by comparing the Contractor's performance in minimizing sanctions while still holding participants accountable. County shall compare Contractor's performance against the County's non-contracted Regions' performance. It shall do so by calculating a percentage of sanctioned cases in its caseload. This percentage will be compared with the County's non-contracted regions. The resulting difference shall not exceed three (3) percentage points. This

percentage shall be the AQL on this standard. This measure is included in Attachment A, Technical Exhibit 7.1, PRS. The County, at its sole discretion, may change the means of measuring this standard via a Change Notice, as noted in this Contract, Section 8.5.1.

### **3.0 ADDRESSING BARRIERS TO EMPLOYMENT**

The GAIN Program includes a diversity of services that assist participants in overcoming a wide range of barriers to employment. Contractor shall ensure these services are provided and administered appropriately. Subsections to this Section 3.0 provide additional information.

#### **3.1 COORDINATE SUPPORTIVE SERVICES**

Supportive Service payments include childcare, transportation, and work-related expense payments (Ancillaries) that are needed to engage in WtW activities and to accept and maintain employment. CalWORKs funds are used for the supportive service payments via the GEARS system.

Contractor shall calculate and request authorization for supportive service payments using the payment system, methodology, and standards prescribed by the CalWORKs program and by the County. Payment request and approvals will be performed by County staff. Contractor will not be responsible for the approvals of supportive services, but shall be responsible for accurate assessments in determining eligibility for these services, as well as timely referrals of recommendations to the County.

#### **3.2 SUPPORTIVE SERVICE PAYMENTS FOR TRANSPORTATION AND ANCILLARIES**

Contractor shall ensure all requests for transportation and ancillary/work-related benefits are offered to CalWORKs/GAIN participants using County required forms and are properly documented in the case record and GEARS system. Contractor shall assess the appropriateness of the request, including exploring options in meeting the participant's needs. Contractor shall request from participant all necessary documentation to substantiate the request and maintain verification in the participant's case file. Contractor shall calculate and request authorization payment via the GEARS system, and make timely and appropriate referrals to the review team involved in the County Issuance Approval (CIA) Process. Payment request reviews and approvals will be performed by County staff. Contractor will not be responsible for the approvals of supportive services payments.

For ancillary benefits, Contractor is to request follow-up documentation, and when not provided, the Contractor shall take appropriate action to report overpayments on the GEARS system.

Contractor shall be measured in its ability to offer and timely refer participant requests for transportation and ancillary benefits. The County shall determine a performance rate by conducting case reviews. The County shall randomly select cases and review to ensure Contractor took appropriate and timely action, per applicable GAIN Policies and Procedures. The resulting error rate shall be categorized, along with reviews pertaining to subsections 3.3 and 3.6 below, and as noted in the PRS chart, (Standard 6). The County shall combine error rates for the four areas of review within the category (child care, transportation, ancillary and specialized supportive services) to determine a performance rate. This percentage will be compared with the County non-contracted regions' performance rate. The resulting difference may not exceed three (3) percentage points. This percentage shall be the AQL on this standard. This measure is included in Attachment A, Technical Exhibit 7.1, PRS. The County, at its sole discretion, may change the means of measuring this standard via a Change Notice, as noted in this Contract, Section 8.5.1.

### **3.3 COORDINATE CHILDCARE**

Contractor shall assess the participant's childcare needs, offer childcare services using required forms and properly document the offer in the case record. The Contractor shall refer participants to the appropriate child care Resource and Referral/Alternative Payment Provider (R&R/APP) agency designated by the County to establish child care arrangements as needed. Contractor shall assist the participants to resolve any subsequent child care problems and work with participants and the R&R/APP agency to establish back-up plans for child care.

Contractor shall be measured in its ability to offer and timely refer participant requests for childcare benefits. County shall determine a performance rate by conducting case reviews. County shall randomly select cases and review to ensure Contractor took appropriate and timely action, per Applicable GAIN Policies and Procedures. The resulting error rate shall be categorized, along with reviews pertaining to section 3.2 above and 3.6 below, and as noted in the PRS chart (Standard 6). County shall combine error rates for the four areas of review within the category (child care, transportation, ancillary and specialized supportive services) to determine a performance rate. This percentage will be compared with the County non-contracted regions' performance rate. The

resulting difference may not exceed three percentage points. This percentage shall be the AQL on this standard. This measure is included in Attachment A, Technical Exhibit 7.1, PRS. The County, at its sole discretion, may change the means of measuring this standard via a Change Notice, as noted in this Contract, Section 8.5.1.

### **3.4 CLOTHING RESOURCES**

Contractor shall provide information to each participant about appropriate attire for job interviews and the work site. Contractor shall require participants to come to program activities dressed in work attire. If the participant does not have or cannot acquire appropriate attire for a job interview, Contractor shall make clothing, obtained through donations or other resources, available in Contractor's offices. Contractor may also assist participants by requesting authorization of an ancillary clothing allowance, as noted in Attachment A, Section 3.2 above.

### **3.5 VOCATIONAL/EDUCATIONAL TRAINING**

Contractor shall be responsible for making appropriate and timely referrals to Vocational and/or Educational training programs. Based on the results of a Vocational Assessment (see Attachment A, Section 2.8), Contractor shall coordinate a participant's needs for Vocational and/or Educational training (VOC/ED), including, but not limited to ESL classes, and shall incorporate this training as part of the participant's WtW plan (see Attachment A, Section 2.9).

The Contractor shall be measured in its performance in these areas in two ways.

1. As noted in the Contract, Section 5.4, the County shall compare the Contractors' ability to refer and place participants in VOC/ED Training Programs against that of the non-contracted operations.
2. Additionally, County will be measured in its ability to accurately refer participants to VOC/ED training programs and ensure all referrals are appropriately documented in both physical case record and in the GEARS system. County may determine a performance rate by conducting case reviews and interviews of participants. County shall randomly select cases and review to ensure Contractor took appropriate and timely action, per Applicable GAIN Policies and Procedures. The resulting error rate shall be categorized, along with reviews pertaining to section 4.1, hereunder, and as noted in the PRS chart (Standard 2). County shall combine error rates for the two areas of review within the category

(verification of employment data and education/training assignment) to determine a performance rate. This percentage will be compared with the County non-contracted regions' performance rate. The resulting difference may not exceed three (3) percentage points. This percentage shall be the AQL on this standard. This measure is included in Attachment A, Technical Exhibit 7.1, PRS. The County, at its sole discretion, may change the means of measuring this standard via a Change Notice, as noted in this Contract, Section 8.5.1.

### **3.6 CLINICAL ASSESSMENT, MENTAL HEALTH, DOMESTIC VIOLENCE, AND SUBSTANCE ABUSE**

At intake, the Contractor shall conduct a mandatory Specialized Supportive Services (SSS) screening to determine if a participant requires Clinical Assessment (CA), Mental Health (MH), Substance Abuse (SA) and/or Domestic Violence (DV) services. Based on this screening, and/or at anytime the participant's life situation would reflect a need for these services, the Contractor shall make prompt referrals to agencies identified by the County to serve CalWORKs participants who need CA, MH, SA, or DV treatment/services. Contractor shall make every effort to assure participants are referred to CA, DV, MH, and/or SA services timely and appropriately. In addition, the Contractor must ensure all necessary supportive services are authorized to facilitate a participant's participation in these services, encourage participants to attend and complete these services and coordinate with SSS agencies to develop appropriate activities for the participant's WtW Plan.

Contractor shall be measured in its performance in these areas in two ways.

1. As noted in this Contract, Section 5.4, the County shall compare the Contractor's ability to motivate and facilitate participant participation in SSS services against that of the non-contracted operations.
2. Additionally, the County shall measure the Contractor's ability to offer services and make timely and appropriate SSS referrals. The County shall determine a performance rate by conducting case reviews. The County shall randomly select cases and review to ensure Contractor took appropriate and timely action, per Applicable GAIN Policies and Procedures. The resulting error rate shall be categorized, along with reviews pertaining to sections 3.2 and 3.3 above, as noted in the PRS chart (Standard 6). County shall combine error rates for the four areas of review within the category (child care, transportation, ancillary and

specialized supportive services) to determine a performance rate. The resulting difference may not exceed three (3) percentage points. This percentage shall be the AQL on this standard. This measure is included in Attachment A, Technical Exhibit 7.1, PRS. The County, at its sole discretion, may change the means of measuring this standard via a Change Notice, as noted in this Contract, Section 8.5.1.

### **3.7 LEARNING DISABILITIES**

Contractor shall be responsible for screening participants for existing learning disabilities (LD) and directing them towards appropriate services per established policy and procedures. The Contractor shall ensure LD services are explained, offered and documented in the case record, as appropriate.

### **3.8 POST EMPLOYMENT SERVICES**

Contractor shall offer Post-Employment Services (PES) to participants. The Contractor shall properly document that such services were offered both via the physical case record and the GEARS system. Contractor shall work in conjunction with educational providers and community agencies to inform participants of the many opportunities available through education and training services. Furthermore, to the extent possible, the Contractor shall coordinate Post Employment orientations for employed participants during non-traditional hours in an effort to increase participation.

Contractor shall be measured in its ability to offer PES and accurately document the offer of PES services. County shall determine a performance rate by looking at cases where job placements occurred three months prior and assess whether PES services were offered. County may do this by conducting case reviews and/or through aggregated GEARS data. County may randomly select cases and review to ensure Contractor took appropriate and timely action, per Applicable GAIN Policies and Procedures. The resulting error rate shall be categorized, along with reviews pertaining to Subsections 3.9 and as noted in the PRS chart (Standard 7). The County shall combine error rates for the two areas of review within the category (offering PES and Post Time Limit services) to determine a performance rate. This percentage will be compared with the County non-contracted regions' performance rate. The resulting difference may not exceed three (3) percentage points. This percentage shall be the AQL on this standard. This measure is included in Attachment A, Technical Exhibit 7.1, PRS. The County, at its sole discretion, may change the means of measuring this standard via a Change Notice, as noted in this Contract, Section 8.5.1.



### **3.9 POST TIME LIMIT SERVICES**

Contractor shall ensure Post Time Limit (PTL) services are offered to participants prior to their 60-month lifetime CalWORKs participation period. The Contractor shall explain the services available through the GAIN/CalWORKs program and properly document the participant's decision to accept or decline PTL services.

Contractor shall be measured in its ability to offer and timely refer participant requests for PTL services. The County shall determine a performance rate by conducting case reviews. The County shall randomly select cases and review to ensure Contractor took appropriate and timely action, per applicable GAIN Policies and Procedures. The resulting error rate shall be categorized, along with reviews pertaining to Subsections 3.8 and as noted in the PRS chart (Standard 7). The County shall combine error rates for the two areas of review within the category (offering PES and PTL services) to determine a performance rate. This percentage will be compared with the County non-contracted regions' performance rate. The resulting difference may not exceed three (3) percentage points. This percentage shall be the AQL on this standard. This measure is included in Attachment A, Technical Exhibit 7.1, PRS. The County, at its sole discretion, may change the means of measuring this standard via a Change Notice, as noted in this Contract, Section 8.5.1.

### **4.0 PROGRAM OUTCOMES AND STANDARDS**

Consistent with the County's goal of administering programs and services with specific and measurable outcomes, these contracted services include Performance Outcome Measures that are consistent with the County's GAIN Program goals. Accordingly, should the GAIN program require changes, the County, at its sole discretion, may change these program outcomes and standards listed below, via a Change Notice, as noted in this Contract, Section 8.5.1.

The overall vision of the GAIN Program and this Contract is to assist WtW participants in overcoming barriers that would result in economic self-sufficiency and independence from welfare programs. The following goals were developed with this ultimate vision in mind are listed under this Section 4.0.

#### **4.1 ENSURE PARTICIPATION RATES ARE MET**

The Contractor shall ensure that each participant is participating full-time in the work activities as outlined by the State. The requirements are currently as follows:

- 32 hours/week for participants in a one-parent assistance unit.
- 35 hours/week between the two adults in a two-parent assistance unit where one parent must at least participate a minimum of 20 hours.

Contractor will be measured in its ability to accurately verify employment data both in the physical case record and in the GEARS system. The County shall determine a performance rate by conducting case reviews and interviews of participants and employers. The County shall randomly select cases and review to ensure Contractor took appropriate and timely action, per applicable GAIN Policies and Regulations. The resulting error rate shall be categorized, along with reviews pertaining to Subsection 3.5, and as noted in the PRS chart (Standard 2). The County shall combine error rates for the two areas of review within the category (verification of employment data and educational/training assignment) to determine a performance rate. This percentage will be compared with the County non-contracted regions' performance rate. The resulting difference may not exceed three (3) percentage points. This percentage shall be the AQL on this standard. This measure is included in Attachment A, Technical Exhibit 7.1, PRS. The County, at its sole discretion, may change the means of measuring this standard via a Change Notice, as noted in this Contract, Section 8.5.1.

#### **4.2 HELP PARTICIPANTS BUILD EMPLOYABILITY**

Contractor shall make efforts to ensure that participants continue to participate full-time in approved work activities. The Contractor shall emphasize and build upon the strengths of the participants, rather than focusing on limitations and barriers. Personal and other barriers to employment shall be resolved, emphasizing the personal responsibility of the participant and the program options available to the participants. Case managers and participants shall work together to identify the underlying cause of the barriers and jointly develop a plan to prevent recurrence.

Contractor shall be responsible for providing job placement assistance throughout the participant's involvement in GAIN. The Contractor shall

determine the most appropriate job placement strategies for each participant with the goal of long-term employment.

Note, “job,” “job placement,” and “employment” shall be defined consistent with “Applicable GAIN Policies and Regulations.” The Contractor shall be mindful of the overall goal of the CalWORKs/GAIN programs: self-sufficiency. Accordingly, the Contractor is to seek jobs that provide for wage progression and advancement.

#### **4.3 ENSURE SUSTAINED EMPLOYMENT AND SELF SUFFICIENCY**

Contractor shall utilize training and education resources within the region that participants can use to upgrade their skills after they have obtained a job. The Contractor shall link employed participants to these resources on a case-by-case basis to help them qualify for promotions or better-paying jobs, with the goal of permanent independence from welfare.

#### **4.4 PERFORMANCE OUTCOME MEASURES**

The Contract will include three specific Performance Outcome Measures that are consistent with Department goals for the overall GAIN Program. These measures measure a WtW operation’s ability to get participants employed, as well as the operation’s ability to meet barriers to employment. Should there be a change in federal, State and/or County policies/regulations, the County may amend these Outcome Measures via a contract amendment, as detailed in the Contract, Section 8.5.

These measures, as applied to GAIN Services are as follows:

- “Employment Rate” - The percentage of aided WtW participants who are employed (see Subsection 4.4.1 hereunder).
- “Specialized Supportive Services (SSS) Access Rate” - The percentage of WtW participants that:
  - 1) have been referred for CA, DV, MH, and/or SA; **and**
  - 2) have actually used the referral to begin these services.

(See subsection 4.4.2 hereunder).

- “Education/Training Participation Rate” - The percentage of aided WtW participants engaged in an education and/or training (see subsection 4.4.3 hereunder).

As noted in the Contract, Section 5.4, these three Outcome Measures are subject to financial incentives and/or financial deductions based on Contractor performance in comparison with the County’s non-contracted GAIN operations.

- .1 An “Employment Rate” shall be determined by dividing the number of aided WtW participants in the Contractor’s caseload with appropriate employment (as defined by applicable GAIN Policies and Procedures) by the total number of aided WtW participants in the caseload. This rate will be based on aggregated data derived from the County’s automated case management systems. A comparable rate will be determined for the County’s non-contracted GAIN operations and will serve as a benchmark in measuring the Contractor’s performance. At contract start-up, the County shall provide updated guidelines on how Applicable Gain Policies and Procedures define “employment.”

Employment will be subject to review and verification, as deemed necessary by the County. The rate may be adjusted if upon review, data is found to not support an employment credit. The County will have zero tolerance for any data manipulation committed by the Contractor.

- .2 A “Specialized Supportive Services Access Rate” shall be determined by dividing the number of aided WtW participants in the Contractor’s caseload that were referred to SSS and who commence participation by the total number of referred WtW participants. A comparable rate will be determined for the County’s non-contracted GAIN operations and will serve as a benchmark in measuring the Contractor’s performance. The Contractor’s performance rate will be subject to review and verification, as deemed necessary by the County. The rate may be adjusted if upon review, data is found to not support an SSS access credit. The County will have zero tolerance for any data manipulation committed by the Contractor.
- .3 An “Education/Training Participation Rate” shall be determined by dividing the number of aided WtW participants active in an Education/Training WtW component and in the Contractor’s caseload divided by the total number of number of aided WtW participants in the Contractor’s caseload. A comparable rate will be determined for the County’s non-contracted GAIN

operations and will serve as a benchmark in measuring the Contractor's performance. This rate will be subject to review and verification, as deemed necessary by the County. The Contractor's performance rate may be adjusted if upon review, data is found to not support a participation credit. The County will have zero tolerance for any data manipulation committed by the Contractor.

#### **4.5 PERFORMANCE REQUIREMENT STANDARDS**

The Contract includes eight (8) Performance Requirement Standards that will measure the Contractors' performance related to Program and operational measures and are indicative of quality case management services.

Attachment A, Technical Exhibit 7.1 includes a PRS chart that summarizes the eight (8) PRS and their corresponding AQL. The PRS chart includes references in the Contract that provide additional detail on how these Standards will be measured. Standards 1 and 2 are generally related to Program outcomes. Standards 3, 4 and 5 are generally related to procedural requirements that are structured to ensure quality services. Standards 6 and 7 are generally related to services Contractor is to offer to address barriers to employment. Standard 8 is related to Customer Service.

The County, at its sole discretion, may make changes in the PRS via a change notice, as noted in the Contract, Section 8.5.1.

#### **5.0 ADMINISTRATIVE TASKS**

Contractor shall have responsibilities outside of GAIN Program requirements. The Contractor shall also have administrative responsibilities that are necessary in administering the County's WtW Program to the community. Tasks are described in the following subsections to this Section 5.0.

##### **5.1 COORDINATE AND MAINTAIN COMMUNITY NETWORKS AND RESOURCES PROVIDED BY DPSS**

Contractor shall coordinate the provisions of WtW related services with agencies that have established agreements with the County. The Contractor shall establish and maintain a good working relationship with the network of community providers.

## **5.2 COORDINATION WITHIN THE COMMUNITY**

In administering the GAIN Program, Contractor will work within the community in providing coordinated services and meeting the needs of the general community. Organizations that the Contractor is expected to cultivate active working relations are, at minimum, the following:

- Local CalWORKs District and GAIN Regional offices.
- Local County offices that provide health and human services.
- Community welfare advocacy groups,
- Community groups that serve the GAIN population.

Contractor shall meet with community organizations on a regular basis and attend community meetings when asked by CalWORKs Districts and/or GAIN Regions.

## **5.3 RESPONSIVENESS TO COMMUNITY NEEDS**

Contractor shall be responsive to the community needs. The Contractor shall provide a chain of command, including a Community Liaison, for County review and approval. Contractor shall respond to advocate concerns within a reasonable time period, as defined by DPSS policy. As necessary, Contractor shall involve the Contractor's CCA and/or DPSS Program Staff in resolving disputes between the Contractor and community organizations. Contractor shall maintain a log of all community inquiries regarding GAIN Services, and provide a copy of this log with the Contractor's Monthly Management Report (Attachment A, Section 5.5).

## **5.4 CASE RECORDS**

Contractor shall maintain a current and complete case record on GEARS for each participant referred and ensure all components are entered into GEARS correctly and according to existing policy and procedures. The County shall provide training to the Contractor regarding the use and maintenance of case records on GEARS.

Contractor shall maintain a physical case record. Contractor shall ensure that the case records are organized in the manner prescribed by DPSS. The content of the physical case records shall abide by applicable DPSS guidelines.

When WtW services end and the case record is no longer needed, Contractor shall follow DPSS policies regarding case storage. Contractor shall not dispose of case records or any document containing participant information, in any manner outside of DPSS policies without DPSS approval.

## **5.5 REPORTING TASKS**

Contractor shall make reports as may be required by the County concerning its activities as they affect the contract duties and purposes contained herein.

Contractor shall complete a Monthly Management Report (MMR), in the manner to be described by the County. The MMR for each GAIN Region shall be submitted to the County Contract Administrator (CCA) with the monthly invoice by the 15<sup>th</sup> calendar day of each succeeding month and may contain:

- A narrative of any concerns and/or changes in staff, sites, session scheduling, participant scheduling (backlogs), recommendations for systems improvements, and/or other processes as necessary.
- A minimum of two participant success stories.
- Any other ad hoc statistical reports as requested by the County and by the due date established by the County.
- A discussion of the Contractor's degree of success in achieving desired Program Outcomes, and Performance Requirement Standards.
- A list of all trainings provided by the Contractor in the month, including sign-in sheets.
- A list of all complaints received by the Contractor in the month, including the resolution on the complaint.
- A list of all Appeal Hearing decisions received and their resolution.
- A list of all conditional withdrawals on State hearing requests received and their resolution.
- Additional information that may be required at County discretion.

## **5.6 WELFARE FRAUD**

Contractor shall preserve the integrity of the GAIN Program and County resources by having an active fraud prevention program. At minimum, Contractor shall adhere to County's welfare fraud reporting responsibilities and make fraud referrals when case documentation is questionable. Additionally, Contractor shall safeguard against contractor employee fraud by including specific monitoring provisions in their Quality Control Plan (see Section 5.9 below).

Contractor shall also make available all records to the County related to this Contract. The County may review these records without advance notice, as deemed necessary by the County.

## **5.7 CASE APPEALS**

Contractor shall provide timely responses to DPSS' Appeals and State Hearing (ASH) section as defined by DPSS policy. ASH serves as the liaison on case decisions made on participant appeals related to their cases. Contractor is expected to be responsive to ASH's instructions, respond in a timely manner, and when decisions on the appeals are known, adhere to ASH's mandate and implement the required action immediately. Contractor shall maintain a listing of ASH cases processed including Case Correction Requests (PA 411s) and include in their MMR (Attachment A, Section 5.5).

## **5.8 CUSTOMER SERVICE**

Contractor shall implement an active Customer Service Program that is consistent with the County's vision, as detailed in this Contract's Preamble. The Customer Service Program must be approved by DPSS and changes to the Program must be made within ten (10) business days.

DPSS shall monitor the quality of the Contractor's Customer Service by randomly selecting participants for telephone and/or site surveys. Of those surveyed, 93 percent are to report satisfaction with Contractor services. A deviation of five (5) percent (i.e., no less than 88 percent satisfaction) shall serve as the AQL on this standard. This measure is included in Attachment A, Technical Exhibit 7.1, PRS. The County, at its sole discretion, may change the means of measuring this standard via a Change Notice, as noted in this Contract, Section 8.5.1.



Additionally, Contractor is expected to meet the following goals, consistent with DPSS goals:

- 90 percent of all participants should wait no more than 20 minutes from their appointment time before being seen.
- Contractor is expected to respond to inquiries within 4 hours. Inquiries from community advocacy groups are required within 2 hours.

## **5.9 QUALITY CONTROL**

Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County of a consistently high level of service quality and job placements throughout the term of this Contract. The Plan shall be submitted to the CCA for review and approval. The Plan shall be effective on the Contract start date and will be updated and re-submitted for CCA approval as changes occur. The plan shall include, but not be limited to, the following:

- The method for ensuring the services, deliverables, and requirements defined in the contract are being provided at or above the level of quality agreed upon by the County and the Contractor.
- The method for assuring that professional staff rendering services under the contract has the necessary prerequisites.
- The method for identifying and preventing deficiencies in the quality of service before the level of performance becomes unacceptable.
- A commitment to provide to the County upon request a record of all inspections, the corrective action taken, the time and problem is first identified, a clear description of the problem and the time elapsed between identification and completed corrective action.
- The method for continuing to provide services to the County in the event of a strike or other labor action of the Contractor's employees.
- The method of safeguarding the integrity of the County's WtW/GAIN Program by actively preventing against all forms of fraud.

## **5.10 COMPLAINTS**

Contractor shall establish a procedure to resolve WtW participant and community grievances, including Civil Rights complaints, before they reach a formal complaint level (Section 8.7). The Contractor shall designate a Complaint Liaison to coordinate responses on complaints.

Contractor shall process Civil Rights complaints by allowing the participant to file a Civil Rights complaint via the PA 607, Complaint of Discriminatory Treatment form with Contract Manager/Civil Rights Complaint Liaison, or directly with DPSS' Civil Rights & Customer Relations Section at (562) 908-8501. A thorough review and response to these complaints is necessary to ensure corrective action is taken.

## **5.11 TRAINING**

Contractor is responsible for ensuring their staff, both existing and new, are properly trained in all areas related to providing GAIN services. The Contractor shall coordinate with DPSS in scheduling trainings.

## **5.12 CONFIDENTIALITY**

Contractor shall establish procedures to protect all participant level information and shall not make available participant information outside of DPSS and its partners without written consent from DPSS and the participant.

## **5.13 SECURITY**

Contractor shall have in place an active security plan.

Contractor shall, to the extent possible, ensure the safety of all WtW participants referred to them, of all employees (Contractor, County and/or partnering agencies) and of the general public visiting Contractor offices.

Contractor shall provide all security measures to ensure that the GEARS and all other equipment is secure and confidentiality is maintained. The Contractor shall also meet any additional security measures as required by the County. The Contractor's security measures must be approved by the County.

If Contractor requires changes in a GEARS terminal and/or printer location, the Contractor shall provide a minimum of sixty (60) days prior written notice to the County, pay for all expenses of the County moving the computer equipment to

the new location, and provide a dedicated electrical circuit for County-provided computer equipment.

Contractor shall safeguard the integrity of all County systems by ensuring that all Contractor employees abide by the County's User policies. The Contractor shall follow County policies by sharing the user policy with its employees, obtain signed User Agreements, and monitoring compliance. At minimum, Contractor must ensure that all Contractor staff no longer working under this contract shall have their computer accounts deleted.

To the extent that negotiables are provided to the Contractor by the County, the Contractor shall maintain these negotiables in a secure area and keep accurate records on their issuance. The County's Program Integrity Compliance Officer (see Attachment A, Section 6.1.1.D) shall review these records on no less than a monthly basis. The Contractor shall be responsible for all negotiables that are not accounted for. At minimum, the face value of all unaccounted negotiables will be directly deducted from the Contractor's monthly payment(s) for the next month(s).

#### **5.14 COOPERATION WITH COUNTY MONITORING/COUNTY OVERSIGHT**

Contractor shall fully cooperate in assisting the County in its monitoring and oversight responsibilities. The County shall make every effort possible in minimizing any adverse impacts this may have on service delivery, and to the extent possible, shall give advance notice of pending reviews. However, advance notice is not required for the County to conduct its reviews.

Contractor shall provide all cases requested by County monitors and shall ensure all appropriate casework is filed in the case. Failure to provide the case file may, at minimum, be deemed an "error" and will adversely affect the Contractor's performance rates as measures in Attachment A, Technical Exhibit 7.1 and described throughout this Attachment A. Furthermore, failure to provide a requested case may be deemed a serious lack of administrative oversight in safeguarding a participant's confidentiality.

#### **5.15 CONTRACT START-UP**

Prior to providing direct case management services, the Contractor shall ensure all necessary staff are hired and trained, and all Contractor furnished items (Attachment A, Section 6.2.2) are in place.

## **6.0 RESPONSIBILITIES**

The following identifies the responsibilities of County and Contractor.

### **6.1 COUNTY RESPONSIBILITIES**

#### **6.1.1 *County Personnel***

##### **A. County Contract Administrator (CCA):**

The County will designate one (1) person who will act as the County Contract Administrator (CCA) for the County. Specifically, the CCA shall:

- Have full authority to monitor the Contractor's performance in the daily operation of this contract.
- Provide direction/serve as liaison to the Contractor in areas relating to policy, information, and procedural requirements.
- Negotiate with the Contractor on changes in service requirements pursuant to Contract, Section 8.5 of this Contract.
- Inform the Contractor of the name, address, and telephone number of the CCA, in writing, at the time this contract is awarded, and at any time thereafter a change of CCA is made.
- Not be authorized to make any changes in the Standard Terms and Conditions of the contract or to obligate Los Angeles County in any way whatsoever.

##### **B. Quality Assurance Evaluator (QAE):**

The County will designate one (1) or more persons who will act as a Quality Assurance Evaluator(s) for the County on all services, requirements, and deliverables pertinent to the contract and monitor the Contractor's performance under the contract using the quality assurance procedures established in Attachment A, Technical Exhibit 7.1, PRS, or any other procedures that may be necessary to ascertain that the Contractor is in compliance with this Contract. One of the QAE staff may also be the CCA. Specifically, the QAE shall:

- Ensure that services, requirements, and deliverables of the contract are met and evaluate the Contractor's performance under this Contract.
- Advise the CCA as to the Contractor's performance in areas relating to services, requirements, and deliverables.
- Inform the Contractor of the name, address, and telephone number of the QAE, in writing, at the time this Contract is awarded, and at any time thereafter a change of QAE is made.
- Not be authorized to make any changes in the terms and conditions of this Contract or to obligate the County in any way whatsoever.

**C. GAIN Program Liaison**

County shall provide a liaison to work with the Contractor on questions related to GAIN Program and/or GAIN operations.

**D. Program Integrity Compliance Officer (PICO)**

County will designate one (1) or more persons to perform the duties of the PICO in the contracted area. The PICO will be responsible for monitoring the integrity of the GAIN Program and DPSS resources, as well as ensuring Contractor is actively addressing safeguards to address fraud.

**E. Contract Monitor(s)**

County shall provide Contract Monitor(s) that may monitor all provisions under the contract. Monitoring may include Administrative Monitoring primarily involving with the contract's terms and conditions, Fiscal Monitoring related to the contract's fiscal provisions, and Service Delivery Monitoring related to the contract's Statement of Work and PRS.

**F. Issuance Review Staff**

County shall provide staff to conduct mandatory County two level Issuance Reviews. Current County policy requires that all GAIN benefit issuances authorized by contractor staff must be reviewed by two and, when specified benefit issuance limits have been reached, three County

employees. Accordingly, the County shall provide staff to conduct these reviews and provide guidance when approval requests require additional verification and/or information.

**G. Compliance Review Staff**

County shall provide staff to conduct Compliance Reviews and make final authorizations to approve Contractor recommendations to take action that will result in grant reductions. Such “discretionary action” cannot be made by contracted staff. Accordingly, Contractor staff shall make recommendations to the County Compliance Review staff and in turn, they will make the final determination to impose a sanction (see Attachment A, Section 2.11).

**6.1.2 *County Furnished Items***

All County furnished items are provided by the County for the duration of the contract only, and solely for the performance of this contract. The County shall provide no materials, equipment, and/or services necessary to perform case management, except as identified below.

**A. Complaints**

County will provide a procedure through which a WtW participant shall have the opportunity to present a complaint or grievance about the Contractor’s services, including Civil Rights Complaints.

**B. Facilities and Maintenance**

County will provide, at no cost to the Contractor, offices located in Regions II and VII, as described below.

**GAIN Region II**

1) Contractor’s main office shall be located at: 21415 Plummer St., Chatsworth CA 91311. DPSS shall serve as the primary tenant for this office.

2) Contractor shall operate a large sub-office at: 1050 E. Palmdale Blvd., Palmdale CA 93550. The Contractor shall be the sole tenant of this office.

3) County shall provide space in the following CalWORKs district offices: 349-B E. Avenue K-6, Lancaster CA 93535 and 27233 Camp Plenty Road, Canyon County, CA 91351.

#### GAIN Region VII

1) Contractor's main office shall be located at: 3307 Glenoaks, Burbank CA 91504. DPSS shall serve as the primary tenant for this office.

2) The County shall provide space in the following CalWORKs district offices: 4680 San Fernando Road, Glendale CA 91204 and 14546 Lanark St., Panorama City CA 91402.

Future changes related to office locations may be done via a Change Notice.

County furnishes GAIN program facilities with modular furniture for the GAIN case managers, supervisors, and designated clerical staff. The furniture is designed to provide each GAIN case manager with a separate workstation for interviewing participants and simultaneously accessing GEARS terminals. The County provides all desks, bookcases, chairs, filing cabinets, and tables.

The County also provides, or causes to be provided, at no cost to the Contractor, the following services at each of the GAIN facilities:

- Telephones, as determined by the County, and local telephone costs necessary to perform services under this contract. Contractor shall not use County phones, nor County shall be responsible for personal phone calls unrelated to this contract. Additionally, Contractor shall be responsible for paying for all long distance, toll and other charged calls. Contractor's budget shall reflect these costs and they shall be specifically detailed in the Budget Narrative. (see Attachment B).
- Parking. The County shall make every reasonable effort to provide safe and adequate parking for WtW participants and Contractor's staff.
- Custodial services.
- Landscaping maintenance.

- Building maintenance.
- Intrusion alarm system.
- Utilities.
- Security services, as determined necessary by the County.
- Keys. County may provide the Contractor with keys and, where required, key cards to the County GAIN program facilities.
  - Contractor shall control key and key card issuance to a limited number of appropriate personnel.
  - The Contractor shall be financially responsible for re-keying and re-coding the facility when security has been breached.
- Postage, as determined necessary by the County. To the extent possible, the County's GEARS system will centrally mail notices to GAIN participants. The County may also provide a postage meter machine for use specifically on GCM correspondence deemed necessary by the County under this contract. Contractor will be responsible for securing and maintaining necessary postage accounts to use this machine. Contractor shall not use the postage machines for personal correspondence, communications not directly related to this contract, communications with their central offices, or any other use not deemed necessary by the County for services under this contract. Contractor may choose to supplement County provided postage costs necessary for the provision of services under this contract (e.g., express mailing accounts), and such costs shall be specifically detailed in the Contractor's budget and in the Budget Narrative (see Attachment B).

### **C. Information Technology**

The County will provide, or cause to be provided, at no cost to the Contractor, the following Information Technology:

- One GEARS workstation for each case manager, supervisor and other necessary personnel, as deemed necessary by the County.



- One LEADER terminal for each contractor site.
- One Lotus Notes or comparable e-mailing/database system to each Contractor staff deemed essential by the County in having access to this system.
- Internet account for each Contractor staff deemed essential by the County in having access to the Internet.
- Corresponding User Policy and Agreement forms to ensure the systems are safeguarded against misuse.
- Necessary service and upkeep on the systems.
- Any additional IT resources deemed necessary by the County.

An inventory of all County-furnished equipment, computer terminals, personal computers (PCs) and furniture shall be initially established by the County and verified by the Contractor at start-up. The Contractor shall thereafter maintain the inventory. At contract termination, all County provided space, furniture, and equipment shall be returned to the County.

If damages to equipment and/or theft of equipment occur due to the Contractor's negligence as determined by the County, the Contractor shall be responsible for the cost of repairs/replacements and will be billed by the County. Site inspections may be made by DPSS Property Management and/or other County or local government personnel (fire, city, etc.).

Contractor must maintain the security and integrity of the GEARS/LEADER computer system by having up-to-date GEARS/LEADER User Agreements on-file for each end-user and disallowing the sharing of access codes and passwords between staff.

The County must evaluate and approve all software or tools used in the operation or support of the GAIN Case Management Operations. All approved software must be compatible with County standards and hardware and software standards.

#### **D. Training**

The County shall provide training comparable to that received by County GAIN staff. This includes, but is not limited to the following:

- GAIN Program Training
- GAIN Policies and Procedures Training
- Fraud Training
- Civil Rights Training

The County may add mandatory trainings for all Contractor staff, as deemed necessary by the County.

#### **E. Materials**

The County shall supply to the Contractor:

- DPSS Operations Handbook, Section 21, Civil Rights Program, Civil Rights Handbook and Desk Reference Guide
- Applicable DPSS Policies
- GAIN Program Handbook
- Los Angeles County Fiscal Manual, as deemed appropriate by the County
- A supply of Civil Rights Complaint forms, PA 607 (for use by GAIN referred participants in reporting civil rights complaints), and all other County-required forms in the various Threshold Languages.
- Required Posters, including the “Safely Surrendered Baby Law” poster.
- A list of County-observed holidays.
- Materials and videos for staff training.
- DPSS hiring guidelines for Contractor use in assessing the appropriateness of hiring Contracted staff under this Contract.

**F. Public Assistance**

County will continue to provide CalWORKs financial assistance to eligible participants. The lifetime limit for adult CalWORKs assistance is 60 months, with certain exceptions identified in State and Federal law.

**G. Language Line Accounts**

County shall provide Language Line accounts to assist the Contractor in serving participants in languages that staff may not be able to communicate in. The Contractor shall not use this resource in meeting the primary language needs in its GAIN Region. The County shall monitor compliance with Language Line usage. Any misuse of this resource shall not be tolerated and will be deducted from the Contractor's payment.

**H. County's Quality Assurance Plan**

County or its agent will evaluate the Contractor's performance under this Contract on no less than a quarterly basis. Such evaluation will include assessing the Contractor's compliance with all contract terms, Outcome Measures and Performance Standards (Attachment A, Technical Exhibit 7.1, PRS). (Attachment A, Technical Exhibit 7.1 provides an overview of the monitoring approach and techniques that may be used in monitoring this Contract.) Contractor's deficiencies, which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected, may be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

Performance Evaluation Meetings shall be held jointly by DPSS and the Contract Manager as often as deemed necessary by the CCA. However, if a Contract Discrepancy Report (Attachment A, Technical Exhibit 7.2) is issued, at the discretion of the CCA, a meeting shall be held within five (5) business days, as mutually agreed, to discuss the problem.

Action items from any Performance Evaluation Meeting shall be prepared by the CCA and signed by the Contract Manager and CCA. Should the Contract Manager not concur with the action items, he/she shall submit a written statement to the CCA within ten (10) business days from the date of receipt of the signed action items. The Contract Manager's written statement shall be attached to the CCA's action items and be a part thereof. Failure to do so shall result in the acceptance of the action items as written. If any dispute is still unresolved, the decision of the CCA will be final.

#### **CONTRACT DISCREPANCY REPORTS**

Verbal notification of a contract discrepancy will be made to the Contract Manager or designee as soon as possible whenever a contract discrepancy is identified. The Contract Manager shall resolve the problem within a time period agreed upon by the County and the Contractor.

The CCA will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the CCA within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted within ten (10) business days.

## **6.2 CONTRACTOR RESPONSIBILITIES**

### **6.2.1 *Contractor Personnel***

#### **A. General**

The Contractor shall:

- Identify, under sworn statement, all Contractor employees who are receiving public assistance and ensure that any employee receiving public assistance has met his/her reporting responsibility to the County and has no access to County and Contractor records of their own or of any friends, relatives, business relations, personal acquaintance of their own or of tenants, or any individual whose relationship could reasonably sway his/her conduct or performance

on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of case documents.

- Be responsible for removing and replacing, within twenty-four (24) hours, any Contractor employee performing services under the contract and insuring that such individual's duties are satisfactorily performed until a replacement can be arranged, when reasonably requested to do so by the CCA. Such a request will come from the CCA and will be consistent with this Contract, Section 8.47.
- Furnish supervisory, administrative, and direct labor personnel to accomplish all work required by the contract.
- Provide bilingual staff for all public contact positions.
- Ensure all Contractor personnel meet DPSS' Hiring Guidelines which will be provided at contract start-up. Additionally, the Contractor shall ensure that all case managers meet the minimum requirements listed in Attachment A, Technical, Exhibit 7.7.
- Have an active recruitment program that will ensure staff turnover is promptly addressed.

#### **B. Contract Manager and Alternate**

Contractor shall provide a Contract Manager and alternate who will act as primary liaison with DPSS and be responsible for the overall management and coordination of this contract. The Contract Manager and alternate shall be identified in writing prior to the contract award and at any time thereafter a change of Contract Manager or alternate is made. Specifically, the Contractor Manager, or his/her alternate, shall:

- Have full authority to act for the Contractor on all contract matters relating to the daily operation of this contract.
- Be available between 8:00 a.m. and 5:00 p.m., Monday through Friday, except County holidays.
- Be able to read, write, speak, and understand English fluently.

### **C. Contractor Case Management Operations and Services Staff**

Contractor shall provide and ensure there is sufficient staff, including bilingual personnel with the professional background, training, and experience to provide the services required by this contract.

### **D. Required Positions**

Contractor shall be required to provide the following positions:

- Case Managers (equivalent to the County's GAIN Services Workers). Note, case managers are to meet the minimum requirements listed in Attachment A, Technical Exhibit 7.7.
- Case Manager Supervisors (equivalent to the County's GAIN Service Supervisors).
- Job Developer(s) to focus on proactively finding job leads.

In addition, Contractor shall be required to meet responsibilities associated with the following duties:

- Specialized Supportive Services (SSS) Liaison to serve as the Contractor's primary contact on issues related to SSS.
- Appeals Hearing Liaison(s) to serve as the Contractor's primary contact on issues pertaining to Appeals and State Hearings.
- Appropriate clerical support to assist unit operations and other administrative duties.

## **6.2.2 Contractor Furnished Items**

### **A. Equipment/Supplies**

Contractor shall provide training materials, supplies, and support equipment necessary to perform all services required by this Statement of Work and adhere to all requirements imposed on the Contractor by the contract. The Contractor shall also provide office-related items such as personal computers, printers and monitors, fax machines, photocopy machines, video tape players (e.g., VHS players) and monitors, and other program-related items, as required by the County. Equipment

purchased with contract funds will be considered County property. All purchases must be reported to the County for tracking purposes.

**B. Materials**

Contractor shall post in each Contractor facility, where they are easily accessible to employees and WtW participants, Equal Employment Opportunity (EEO), State-approved Non-discrimination In Services notices, and any other required notices, per instructions of the CCA. The Contractor may obtain EEO notices from:

U.S. Equal Employment Opportunity Commission  
255 East Temple Street, 4<sup>th</sup> Floor  
Los Angeles, California 90012

**C. Facilities and Maintenance**

Contractor may augment the County facilities with its own facilities as stated in 6.1.2.B. In Contractor provided facilities, Contractor shall provide all furniture, equipment, maintenance, security, telephone installations, parking and other services necessary for the operations of the facility as a GAIN site. Such arrangements will require County approval prior to implementation.

Contractor shall ensure sufficient parking is available for participants, and, to the extent possible, County and partnering agency staff such as the Orientation Services provider.

Contractor shall make available space to accommodate County requests. This includes, but is not limited to a desk and County installed data jack for County monitors, and space for Orientation materials and staff that the Orientation Services provider may require to provide on-site services.

Contractor shall maintain facilities in a manner consistent with the County's Work First initiative. Facilities should be clean, well lit, and provide a business-like environment for all WtW participants. Additionally, Contractor shall be able to provide services during regular business hours as defined by the County. Contractor shall maintain the same hours and days of operation applicable to the County.

Each Contractor's public contact office must post universal directional and/or multilingual directional signs, informational signs and posters as required by the California Department of Social Services Manual of Policies and Procedures, Division 21 (This can be accessed at [http://www.dss.cahwnet.gov/ord/CDSSManual\\_240.htm](http://www.dss.cahwnet.gov/ord/CDSSManual_240.htm).)

The Contractor shall also provide an environment readily accessible to individuals with disabilities as described in the following: Title II of the Americans with Disabilities Act of 28 CFR Part 35, Appendix A of 28 CFR, which contains ADA Accessibility Guidelines that govern the physical accessibility requirements of state and local governments, and Title 24 of the California Code of Regulations (CCR), Parts 1, 2, 3, 5, 8, and 12, which contain the regulations governing structural accessibility for individuals with disabilities in public facilities in the State of California.

#### **D. Other**

As detailed in Attachment A, Section 6.1.2, Contractor will be responsible for all long distance, toll and other charged calls, as well as any personal calls or calls made unrelated to this contract. Contractor shall track for such calls and maintain a log that is available to the County for review. The County will require Contractor to reimburse the County for such calls should they be charged on the County's accounts.

Contractor shall also be responsible for maintaining records related to additional postage costs. Costs not related to services under this contract may be disallowed and Contractor shall be responsible to reimburse the County for such unauthorized usage.



## **PERFORMANCE REQUIREMENTS SUMMARY**

### **1.1 INTRODUCTION**

This technical exhibit lists the minimum required services that will be monitored by the County during the term of the Contract. It indicates the required services, the Standards for performance, maximum deviation from the Standard(s) before service(s) will be determined to be unsatisfactory, and the County's preferred method of monitoring.

All listings of required services or Standards used in this Performance Requirements Summary (PRS) are intended to be completely consistent with the main body of this Contract and Attachment A, Statement of Work and are not meant in any case to create, extend, revise, or expand any obligation of the Contractor beyond that defined in the main body of this Contract and Attachment A. In any case of apparent inconsistency between required services or Standards as stated in the main body and Attachment A, and this PRS, the meaning apparent in the main body and Attachment A, will prevail. If any required service or Standard seems to be created in this PRS which is not clearly and forthrightly set forth in the main body or Attachment A, that apparent required service or Standard will be null and void and place no requirement on the Contractor and will not be the basis of the assignment of any points.

Because the provision of services to WtW participants is critical to the mission of DPSS, the County expects a high Standard of Contractor performance. DPSS will work with the Contractor to resolve any areas of difficulty brought to the attention of the County Contract Administrator by the Contractor before the allowable deviation from acceptable Standard should occur. However, it is the Contractor's responsibility to provide the services set forth in the Statement of Work, Attachment A, and summarized in the PRS.

### **1.2 PERFORMANCE REQUIREMENTS SUMMARY CHART**

The Performance Requirements Summary Chart is at the end of this exhibit and lists:

- This Contract's requirements considered most critical to acceptable contract performance (Column 1 of chart).

- The Acceptable Quality Level (AQL) (Column 2 of chart).

### **1.3 QUALITY ASSURANCE**

On no less than a quarterly basis, the Contractor's performance will be compared to this Contract's Standards and AQL's using the County's Quality Assurance Monitoring Plan (QAMP).

The County may use a variety of inspection methods to evaluate the Contractor's performance. The methods of monitoring that may be used are (but are not limited to):

- Random sampling.
- Activity checklists.
- One hundred percent inspection of items, such as reports and invoices, on a periodic basis as determined necessary to assure a sufficient evaluation of Contractor performance.
- Review of computer-generated and manual reports and files.
- Participant/Community complaints and/or participant questionnaires.
- Participant interviews.
- Case reviews.
- Observation of Contractor operations.

### **1.4 CONTRACT DISCREPANCY REPORT (CDR)**

Performance of a Required Service is considered acceptable when the percent of discrepancies found during contract monitoring procedures does not exceed the percent of discrepancies allowed by the AQL. When the performance is unacceptable, the Contractor shall be required to respond within ten (10) business days, to a Contract Discrepancy Report (CDR). The CDR will require the Contractor to explain in writing the reasons for such unacceptable performance, how performance will be returned to an acceptable level, and how recurrence of the problem will be prevented. The CCA will evaluate the Contractor's explanation and determine if the corrective action is appropriate. The CDR is in Attachment A, Technical Exhibit 7.2.

AQL's are defined in a variety of ways. An explanation of how AQL's are used is included in Attachment A, Statement of Work, in the sections referenced in each of the standards listed on the PRS.

## **1.5 CRITERIA FOR ACCEPTABLE OR UNACCEPTABLE PERFORMANCE**

In monitoring the Contractor's performance in this area, samples are selected at random so that they will be representative of a population of interest. Selections used in sample are used to measure performance on the Standard, and conclusions are made about Contractor performance for the whole population.

The random sampling plan includes the following information:

AQL - The maximum percent of defects that can occur and still meet this Contract's Standard for satisfactory performance.

Lot Size (Population) - The total number of units or services provided.

Sample Size - The number of units to be checked in a given time period.

The AQL for each sampling is taken from the Performance Requirements Summary. The lot size is determined by selecting a population that the County determines appropriate for their review. To ensure each service has an equal chance of being selected, a random number table, or other automated sampling tool, is used to determine the sample from the appropriate lot size.

When sampling is used, Contractor performance is deemed *Unsatisfactory* when the results of a review fail to meet the AQL, as defined for each standard in the Contract Appendix section referenced in the Technical Exhibit 1 below.

## **1.6 REMEDY OF DEFECTS**

Notwithstanding a finding of unsatisfactory service and assessment of Unsatisfactory Performance Indicators, the Contractor must, within ten (10) work days, remedy any and all defects in the provision of the Contractor's services and, as deemed necessary by the CCA, perform such services again at an acceptable level. Failure to correct the deficiency can result in termination of the contract.

## **1.7 UNSATISFACTORY PERFORMANCE REMEDIES**

When Contractor performance does not conform to the requirements of this Contract, the County will have the option to apply the following nonperformance remedies:

- Require the Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the

unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

- Impose financial deductions as detailed in this Contract, Section 5.4.2.
- Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations, or unacceptable levels of performance.
- Have the failed service performed by others at Contractor's expense. Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) work days shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, shall be the full responsibility of the Contractor.

## PERFORMANCE REQUIREMENTS SUMMARY (PRS)

SERVICE STANDARD NUMBER	SERVICE STANDARD	AQL (%)
1	Meet County's initial (entry level) wage rate. (Reference: Attachment A, Section 4.1.)	10%
2	Ensure outcome data is accurately reflected in GEARS. (a) Ensure employment data is accurately input to GEARS. (Reference: Attachment A, Section 4.1.) (b) Ensure data related to education and/or training components is accurately input to GEARS. (Reference: Attachment A, Section 3.5.)	3%
3	Ensure participants have an approved welfare-to-work plan within 90 days of approval of CalWORKs aid. (Reference: Attachment A, Section 2.10.)	3%
4	Ensure participants are assigned to work activities (GAIN components) within 30 days. (Reference: Attachment A, Section 2.2.)	3%
5	Encourage participants to comply with Welfare-to-Work requirements and minimize the need for GAIN sanctions. (Reference: Attachment A, Section 2.11.)	3%
6	Ensure supportive services and specialized supportive services are offered, accurate, and initiated timely. (a) Ensure childcare services are offered. (Reference: Attachment A, Section 3.3.) (b) Ensure transportation requests are offered and are initiated timely. (Reference: Attachment A, Section 3.2.) (c) Ensure ancillary requests are offered, as appropriate, are initiated timely and are timely verified. (Reference: Attachment A, Section 3.2.) (d) Ensure specialized supportive services (mental health, domestic violence, and substance abuse) are discussed and offered as appropriate. (Reference: Attachment A, Section 3.6.)	3%
7	Ensure PES/PTL services are offered (a) Offer Post-Employment Services to employed participants within 3 months of employment. (Reference: Attachment A, Section 3.8.) (b) Ensure participants who are terminated, or about to be terminated, for having exhausted their 60-month aid limit are offered Post Time Limit services. (Reference: Attachment A, Section 3.9.)	3%
8	Ensure customer satisfaction standards are met. (Reference: Attachment A, Section 5.8.)	5%

**CONTRACT DISCREPANCY REPORT  
(SAMPLE)**

**TO:**

**FROM:**

**DATES:**

Prepared:

Returned by Contractor:

Action Completed:

**DISCREPANCY PROBLEMS:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of QAE/CCA

\_\_\_\_\_  
Date

**CONTRACTOR RESPONSE (Cause and Corrective Action):** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Contract Manager

\_\_\_\_\_  
Date

**COUNTY EVALUATION OF CONTRACTOR RESPONSE:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of QAE/CCA

\_\_\_\_\_  
Date

**COUNTY ACTIONS:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Contractor Notified of Action:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of County Contract Administrator

## Technical Exhibit 7.3

### GAIN CASE MANAGEMENT CONTRACTS

#### CASELOAD PROJECTIONS

FOR THE PERIOD OF JANUARY 1, 2006 THROUGH NOVEMBER 30, 2006

Jan.06-Nov.06	Jan-06	Feb-06	Mar-06	Apr-06	May-06	Jun-06	Jul-06	Aug-06	Sept-06	Oct-06	Nov-06	12 Mo Avg	NE/NS	With NE/NS
Region II	5713	5838	6028	5797	5642	5690	5563	5547	5483	6053	5737	5736	281	6017
Region VII	2435	2488	2569	2470	2404	2425	2371	2364	2337	2579	2445	2444	1125	3569
Total	8148	8326	8597	8267	8046	8115	7934	7911	7820	8632	8182	8180	1406	9586





DESCRIPTION OF GAIN REGIONS II AND VII

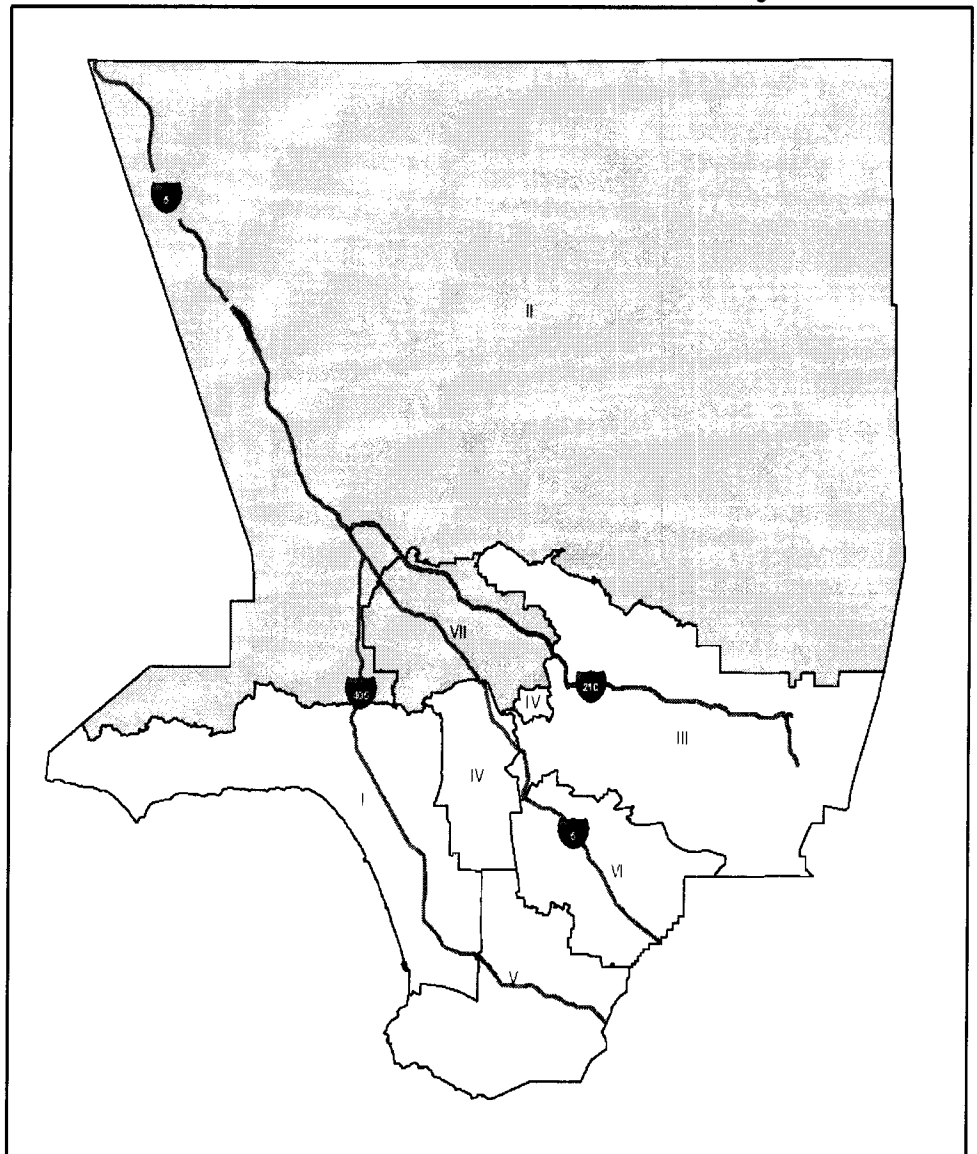
Technical Exhibit C-4  
Page 1 of 3

GAIN Regions II and VII and  
GAIN Regional Boundaries

Legend

GAIN Regions II & VII

-  II
-  VII
-  GAIN Regional Boundaries
-  Freeways



Research, Statistics and Data Services Section 3/16/05



## DESCRIPTION OF GAIN REGIONS II AND VII

The County, at its sole discretion, may change the following boundary descriptions for GAIN Regions II and VII. The County is solely responsible for case assignment across all regions. As such, these general descriptions are included below to assist the Contractor in geographically identifying GAIN Regions II and VII.

### **GAIN REGION II - WEST SAN FERNANDO VALLEY/ANTELOPE VALLEY**

GAIN Region II generally covers the northernmost portion of the County, including the Antelope Valley, Santa Clarita area and the Western San Fernando Valley. Offices are located in the cities of Chatsworth and Palmdale. Additional space is provided in Canyon Country and Lancaster.

Below is a description of the boundaries that define GAIN Region II.

#### Northern, Eastern and Western Boundaries

Roughly, the northern half of Los Angeles is included in GAIN Region II. These boundaries are generally the county line between Los Angeles County and the neighboring Ventura, Kern and San Bernardino counties.

#### East-Southern and Southern Boundaries

From the eastern end of LA County, the communities in the north side of the San Gabriel mountain area serves as the southern boundary. Generally, Angeles Crest Highway, Angeles Forest Highway and Big Tujunga Canyon Road serve as the boundary as you move in a western direction until you reach the city limits of the City of Los Angeles (generally, the northern San Fernando Valley communities in the city of LA).

Continue along Foothill Blvd to the southern boundary of the City of San Fernando. The cities/communities of Mission Hills and North Hills, south along Sepulveda serve as Region II's boundary until Mulholland Drive. Mulholland Drive and Mulholland Highway serve as general boundaries to the LA-Ventura county line.

### **GAIN REGION VII - EAST SAN FERNANDO VALLEY/GLENDALE**

GAIN Region VII generally covers the eastern part of the San Fernando Valley, including Glendale. The office is located in the city of Burbank. Additional space is provided in Glendale and Canoga Park.

Below is a description of the boundaries that define GAIN Region VII.

Western, Northwestern and Northern Boundary

Sepulveda Blvd serves as the principle western boundary, north to Nordhoff, along the cities/communities of Van Nuys, and Panorama City. The cities/communities of Arleta, Pacoima Lake View Terrace, Sunland, Tujunga, Glendale, La Crescenta, and La Cañada Flintridge generally serve as boundary cities.

Eastern Boundary

Generally, the city of Glendale serves as the easternmost boundary. **Please note, the following zip codes are not included in Region VII: 90031, 90039, 90041, 90042 and 90065.**

Southern and Southwestern Boundary

Glendale's city limits continue to serve as the boundary, into Burbank, where the Los Angeles River serves as the boundary to Lankershim Blvd. south to Mulholland Drive, then west to Sepulveda.

## LINKS TO GAIN POLICIES AND REGULATIONS

### **“Applicable GAIN Rules and Regulations”**

The County’s GAIN Handbook provides direction of GAIN policies and procedures. The most recently updated Handbook is available at:

[http://www.ladpss.org/dpss/contracts/dpss\\_gain\\_cms.cfm](http://www.ladpss.org/dpss/contracts/dpss_gain_cms.cfm)

### **Los Angeles County CalWORKs Plan**

The Los Angeles County CalWORKs Plan can be reviewed at public libraries, at the DPSS web site:

[http://www.ladpss.org/dpss/calworks/fnlstate\\_plan\\_body.htm](http://www.ladpss.org/dpss/calworks/fnlstate_plan_body.htm)

### **California Welfare Reform Legislation**

The California Welfare Reform Legislation can be reviewed at public libraries or on the State of California’s Web Site: <http://www.sen.ca.gov> Enacted Legislation on California welfare Reform includes:

<u>Bill Number</u>	<u>Enacted</u>
AB 1542 - CalWORKs	08/11/97
AB 67- Social Serv. Trailer Bill	10/19/97
AB 1260- Convicted Felons	08/18/97
AB 2779- Social Serv. Trailer	08/21/98
SB 171- Low-Cost Insurance	10/10/99

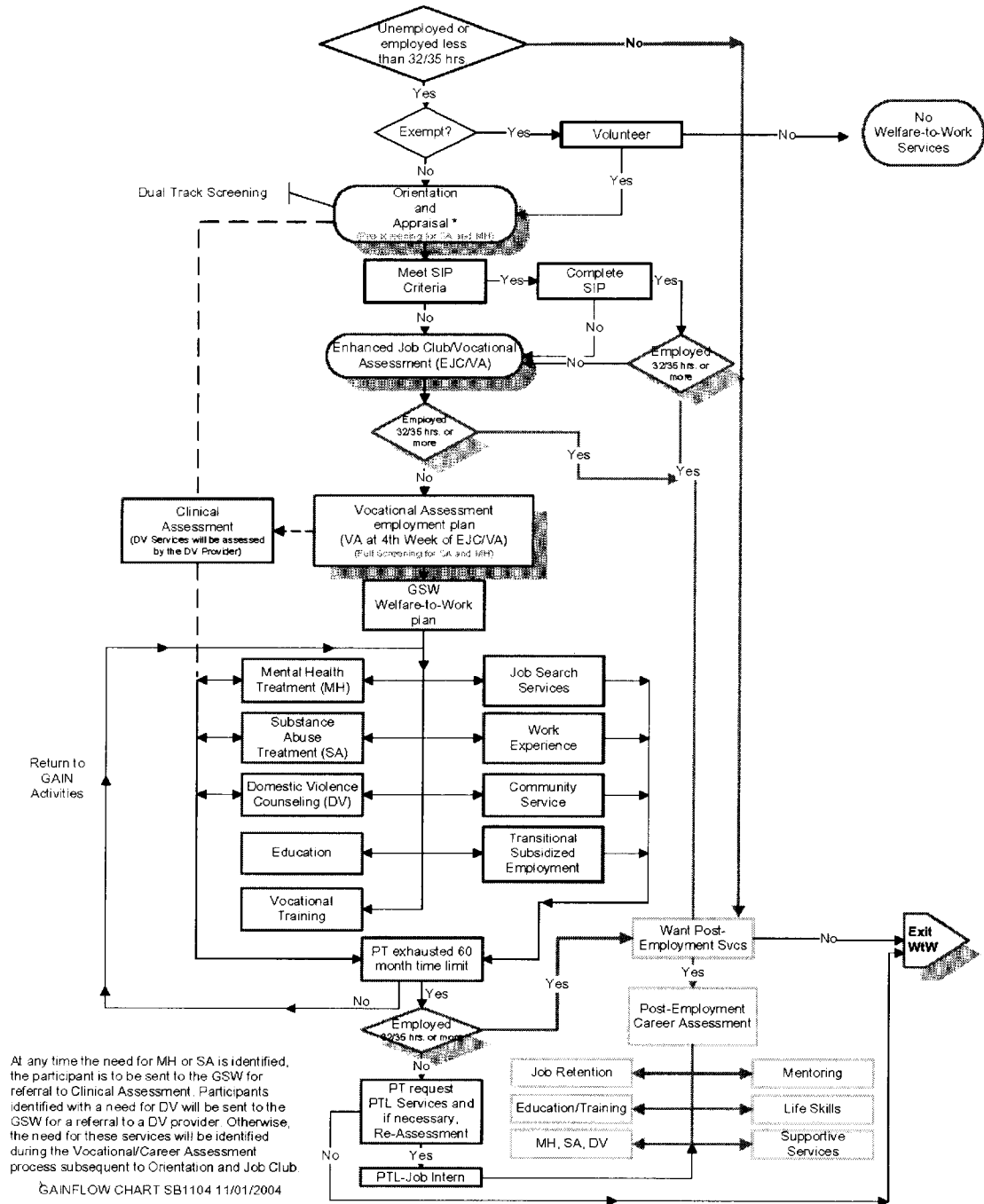
### **All-County Letter No. 97-72**

The All-County Letter No. 97-72 can be reviewed at public libraries or on the California Department of Social Services’ Web Site:

[http://www.dss.cahwnet.gov/getinfo/acl/ACL\\_INDEX.pdf](http://www.dss.cahwnet.gov/getinfo/acl/ACL_INDEX.pdf)

# WELFARE-TO-WORK CHART

CalWORKS/GAIN WELFARE-TO-WORK (WTW) FLOW/DECISION CHART



**MINIMUM REQUIREMENTS FOR CASE MANAGERS**

Case Managers are to be the equivalent of the County's GAIN Services Workers (GSWs).

**TRAINING AND EXPERIENCE:**

A four-year college degree -OR- An AA\* degree and two years of caseload experience, -OR- An AA\* degree and two years of employment counseling experience -OR- two years of employment counseling experience in a GAIN environment.

\*Achievement of Junior class standing in an accredited college may be substituted for an AA degree provided other training or experience requirements are met.

## DEFINITIONS

**Administrative Directives/Memorandums** - Documents used to disperse newly enacted regulations or to up-date existing ones as determined by DPSS. These updates supplement and enhance the GAIN Program Handbook and should be filed therein under the applicable chapter and subject matter.

**Adult Basic Education** - A Welfare-to-Work (WtW) activity which includes instruction in reading, writing, arithmetic, high school proficiency, or general education development certificate instruction, and English-as-a-Second Language.

**Applicant** - A person who has applied for CalWORKs assistance and has not been granted or has been denied cash assistance.

**Appeals and State Hearings Section (ASH)** - A section within DPSS assigned the responsibility of representing the County in State Hearings requested by participants. This section also conducts GAIN County Grievance Hearings.

**Appraisal** - The initial interview with a participant at the time he or she enters the WtW program. The appraisal provides information about the participant's employment history and skills, the need for supportive services, and any other information required to determine appropriate assistance and employability and exemption from work requirements.

**Assessed Skills** - Skills the individual has demonstrated through a formal testing process.

**Assessment (Clinical or Vocational)**- The evaluation of work history, inventory of employment skills, knowledge and abilities; education history, present educational competency level; their level of English competency and need for English-as-a-Second language courses; work and educational history; an inventory of their skills, knowledge, and abilities acquired in the country in which they were raised, educated or had prior work history, and their primary language literacy level, need for supportive services; employability given current skills and local labor market conditions; physical limitations, or mental conditions that limit the ability to work or participate. A primary tool for developing the WtW plan.

**Barriers** - Personal or other problems/issues that interfere with participation in WtW activities, employment, job search. Can be temporary or long term.

**California Work Opportunity and Responsibility to Kids (CalWORKs)** - California's name for the federal TANF Program to provide temporary financial assistance and employment-focused services to families with minor children who may or may not have income, and their property limit is below State maximum limits for their family size.

**Career Assessment** - If the full-time employed participant opts for post-employment services, he/she is referred for a career assessment before being assigned to any post-employment service activity. The participant's career plan is developed by the vocational assessor and the WtW participant using assessment test results and career development information.

**Caseload** - The number of cases assigned to a case manager in a given period and the cases for which a Contractor is responsible.

**Case Number** - A participant's CalWORKs/GAIN/DPSS record identified by a unique seven-digit number. The number may or may not have a four-digit prefix designating the responsible County and an aid category.

**Cash Aid** - The CalWORKs aid payment.

**Case Management** - The coordination of services and activities in a linguistic and the culturally appropriate manner, including but not limited to: assessing the participant's employability and need for supportive services; tracking and evaluating the participant's attendance and progress in work activities; identifying and authorizing supportive services; making a recommendation of cause for failure to participate; referring the participant to community resources for work activities, counseling and assisting in accessing community resources and resolving problems; documenting in the physical and electronic case file, and completing other required documents.

**Cause Determination** - An investigation of good cause or no good cause when a participant fails or refuses to meet program requirements.

**Child Care** – Appropriate and suitable child care is child care that meets the needs of the child and the parent. If provided under CalWORKs program requirements, parents may obtain reimbursement for costs. Parents can also seek good cause excuse from WtW activities due to a lack of suitable child care.

**Civil Rights Section** - A section within DPSS assigned the responsibility for investigating alleged complaints of discriminatory treatment and non-compliance with federal and state statutes ensuring the administration of CalWORKs programs are non-discriminatory. This section will investigate all complaints of discriminatory treatment against the Case Management and Staff Training Contractor.

**Community Service** - Unpaid work performed by CalWORKs participants in the public or private not-for-profit sector that meets unmet community needs, and provides the participant with job skills that can lead to unsubsidized employment. Community Service is considered a core activity.

**Compliance Plan** - A written plan developed during the Cause Determination interview to correct the instance of non-compliance.

**Core Activities** - The following components constitute core activities as defined by the State: unsubsidized employment, subsidized private sector employment, subsidized public sector employment, work experience, on-the-job training, grant-based on-the-job training, supported work or transitional employment, work-study, self-employment, community service, vocational education and training (limited to 12 months), and job search and job readiness assistance.

**Dual Track** - Participants may, with the approval of the GAIN case Manager and Supervisor, shorten job club/job search if it is determined that these services are not beneficial to the individual. Additionally, participants with Learning Disabilities may qualify for Dual Track services. Dual Track refers to the delivery of combined services (e.g., job club and remedial education/literacy) to better serve the participant. Dual Track participants must meet specific qualifiers and may not be, arbitrarily, placed into Dual Track.

**Eligibility Worker (EW)** - The County employee responsible for initial and ongoing eligibility determination for CalWORKs assistance.

**Exemption** - A condition or circumstance that excludes the recipient from participation in a welfare-to-work activity for as long as the condition or circumstance continues to exist, subject to frequent review.

**Financial Sanctions** - Financial sanction is a penalty in which a WtW participant's CalWORKs cash grant is reduced or terminated. Financial sanctions are imposed upon



a participant for failure or refusal to meet GAIN program requirements, without good cause, after compliance procedures have been unsuccessful.

**Full-Time Job (Employment)** - Working at least thirty-two (32) hours per week for a single head of household and thirty-five (35) hours per week for a two parent household, in a job expected to last at least 30 days for a salary which would at least equate to the Federal minimum wage, or to the State minimum wage, whichever is higher.

**GAIN** - Acronym for “Greater Avenues for Independence”, program established on September 26, 1985 with the passage of the State of California Assembly Bill 2580. The GAIN program establishes a comprehensive system of services to assist CalWORKs applicants/recipients in obtaining unsubsidized employment.

**GAIN Program Division** - A division within DPSS assigned the responsibility for administration of the GAIN Program. The division may also provide technical assistance to the Case Management Contractor, when necessary, to ensure that GAIN program requirements are met.

**GAIN Program Handbook** - A handbook which details the policies and procedures for delivering case management to Los Angeles County WtW participants. The content reflects State and federal laws and regulations, and subsequent updates.

**GAIN Services Supervisor** - Supervises GAIN Services Workers.

**GAIN Services Worker (GSW)** - The employee of the Department of Public Social Services GAIN Line Operations who directly provides case management to GAIN program participants.

**GEARS** - GEARS is the acronym for “GAIN Employment Activity and Reporting System” which is the automated data management system used to support the GAIN program in Los Angeles County by tracking participants, authorizing payments, generating reports, maintaining inventories of available resources, and providing program monitoring data.

**Good Cause** - An approved good reason, as defined by DPSS, for a participant who has failed or refused to participate in a WtW activity. A number of good cause reasons can excuse an individual from participating in GAIN for an extended period of time.

**Grant Diversion Community Service** - Community Service assignments where the CalWORKs grant is diverted to a Community Service employer and paid to the participant as wages. Los Angeles County does not currently have a Grant-Diversion Community Service program.

**Job Club/Job Search** - Intensive four to five week program geared towards the development of employment skills and successful job search techniques. Activities performed include the utilization of resources to develop job leads and schedule interviews, network and use of phone banks for contacting potential employers, direct interaction with job development staff to obtain referrals and expand job search activities. The fifth week consists of an optional enhanced motivational activity.

**Job Placement Rate** - In any given month the Job Placement Rate shall be the ratio of the Job Placement Count to the existing Caseload.

**Job Placement Count** - The Job Placement Count is the sum of all registered participants who are placed in a given month. Placement occurs when either of the following two things happen:

- A registered participant enters full-time or part-time employment with a new employer during the month and is entered into GEARS. Only one entered employment is counted in a given month.
- A newly referred participant who is employed is entered into GEARS.

Subsidized employment will count as a placement but a grant-diversion community service assignment will not count as a placement.

**Caseload** - In any given month, the caseload, for purposes of this project, shall consist of the sum of unduplicated counts of participants who meet one or more of the following three qualifications:

- Registrants who did not have earnings on the last day of the previous month.
- New referrals (employed or unemployed) received during the month.
- Participants whose records are included among those with entered employment.

**Job Services** - Includes linguistically and culturally appropriate job skills workshops that focuses on job seeking/interview skills, activities designed to promote motivation and self-esteem, and job search and workfare project activities.

**LEADER (Los Angeles Eligibility, Automated Determination, Evaluation and Reporting system)** - An individual client-based, fully integrated, on-line, interactive Graphical User Interface system. The LEADER system automatically determines eligibility and issue benefits for CalWORKs, General Relief, Food Stamps and Medi-Cal programs and provides supportive functions and interfaces with the GEARS System.

**Limited English Proficient (LEP)** - Participants who cannot speak, read, write or understand the English language at a level that permits them to interact effectively with health care providers and social service agencies. Because of these language differences and their inability to speak or understand English, LEP persons are often excluded from programs, experience delays or denials of services, or receive care and services based on inaccurate or incomplete information.

**Lesson Plan** - A linguistically and culturally appropriate training plan to include course content, course objectives, course length, presentation methods, sample pre/or post tests, materials provided to trainees and audio visual presentations and equipment to be used.

**Mandated Forms** - Required forms that must be used and translated for participants and cannot be modified, such as Notices of Action.

**Non-English Speaking** – Persons whose primary language is other than English and whose language must be used to effectively communicate program information and requirements. Sign language is subject to this definition.

**Non-Core Activities** - The following components constitute non-core activities as defined by the State: adult basic education, general education development (GED), English-as-a-Second Language (ESL), job skills training directly related to employment, education directly related to employment, mental health, substance abuse, domestic violence services, vocational education/training beyond the limitation of 12 months, and other activities necessary to assist the participant in obtaining unsubsidized employment.

**Non-Compliance** - The process by which the County penalizes participants who fail to meet the requirements of the GAIN program. Although the GAIN program's mission is to increase participation and work with the individual in achieving employment and dependency from CalWORKs, sanctions via non-compliance procedures can be an effective tool in securing participation when all other efforts fail.

**Notice of Action (NOA)** - A written notice sent to participants when there is an approval, change or denial of request for services. Must be translated for participants.

**On-The-Job Training (OJT)** - Training for WtW participants who continue to receive their CalWORKs grants while receiving non-paid work experience. Can include English-as-a-Second Language training in combination with work experience. At the end of the training period, the participant is expected to become a regular employee of the employer who provided the OJT experience.

**Participant** - A person who receives CalWORKs WtW benefits and services. (i.e., a client).

**Part-Time Job (Employment)** - Working less than thirty-two (32) hours per week for a single parent household or under a total of thirty-five (35) hours per week for a two-parent household, in a job expected to last at least 30 days for wages which would at least equate to the federal minimum wage or to the State minimum wage, if higher.

**Post Employment Services** - Post-employment services are designed to help participants stay employed and attain a better job with wages that enable self-sufficiency from CalWORKs dependency. The goal is to provide participants with the information, resources and tools to retain unsubsidized employment, improve career potential, and to achieve economic self-sufficiency at a living wage prior to exhausting their five-year lifetime limit. To this end an array of post-employment services are offered.

**Post Time Limit** - Participants whose 60-month lifetime clock expired and, therefore, are no longer eligible to CalWORKs. Even though the participant may not be eligible for CalWORKs, their children may remain eligible to cash aid. Participants who time out may volunteer for Post Time Limit services under the GAIN program.

**Qualified Bilingual Employee** - An employee who, in addition to possessing the necessary qualifications for the particular classification, is certified through a process approved or administered by the Contractor, and approved by the County, to be proficient in oral and/or written communication in the non-English language of the persons to be served. This definition also applies to an employee who is certified in the use of sign language.

**Referral** - The mailing of the registration notice, which informs participants that they are enrolled in the GAIN program, and schedules them for an orientation session.

**Sanction** - A penalty consisting of a reduction in the family's grant by removing a non-complying participant from the assistance unit (AU) for a period time. The term "sanction" applies when participant fails or refuses, without good cause, to participate in a mandated activity associated with WtW requirements.

**Self-Sufficiency** - A level at which participants have the skills and ability to be economically independent and have obtained a steady source of income that removes the need for welfare assistance.

**Specialized Supportive Services** – Refers to any of three possible barriers to employment encountered by participants: Substance Abuse, Domestic Violence, and/or Mental Health.

**Subsidized Employment** - Employment in which a participant's wage is provided by a subsidy.

**Unsubsidized Employment** - Direct employment without a subsidy.

**Vocational Assessment** - A vocational assessment is the process by which a professional, culturally aware assessor develops an individualized employment plan which leads a participant to employment based on the culturally and linguistically appropriate evaluation of the participant's existing skills, education level, employment goals, vocational assessment test results and local labor market information.

**Wage Rate** - The average initial (entry level) hourly wage paid for all participants who enter employment in a given month.

**Welfare-to-Work Plan** - A plan developed with the participant based on an assessment of a participant's skills, education, and work history. The plan includes specific activity assignments, the hours of participation, services and time frames for completing the assigned WtW activity. Additionally, the plan is used to guide the participant into unsubsidized employment. Approved work activities include: English-as-a-Second Language training, unsubsidized employment, on-the-job training, job search and job readiness assistance, community service, work experience, vocational training, community service, mental health, substance abuse and domestic violence treatment services, and educational and job skills training directly related to employment.

**Welfare-to-Work Plan: Activity Assessment and Change (WtW3)** - An update of the binding agreement between a participant and DPSS, as prepared by the case manager. The agreement must be amended whenever a participant's assignment changes.

**Welfare-to-Work Plan: Activity Plan (WtW2)** - A binding agreement between a participant and DPSS, as prepared by the case manager, that is executed before the participant's assignment to his/her first GAIN/WtW activity.

**Welfare-to-Work Activities** - A list of allowable welfare-to-work activities to which the participant may be assigned as specified under the CalWORKs program rules and regulations.

**“Work First” Message** - WtW program focus on moving participants rapidly into jobs.

**Work Participation Rate Requirements** - The number of hours per week a participant is required to engage in WtW activities, and the federal requirements for states and counties to have a percentage of participants meeting these rates.

**Technical Exhibit 7.9****LIST OF CURRENT DPSS VOCATIONAL ASSESSORS**

<b>Name</b>	<b>Address</b>
Anfuso Vocational Services	1041 S. Garfield Ave., Suite 205 Alhambra, CA 91801
Career Options, Inc.	3250 Wilshire Blvd., Suite 1604 Los Angeles, CA 90010
Foster Assessment Center	1541 Wilshire Blvd., Suite 100 Los Angeles, CA 90017
Jewish Vocational Services	6505 Wilshire Blvd., Suite 200 Los Angeles, CA 90048
Long Beach Adult	3701 E. Willow Long Beach, CA 90815
Long Beach City College	1305 E. Pacific Coast Hwy. Long Beach, CA 90806
L.A. Valley College Assessment Center	5800 Fulton Ave. Valley Glen, CA 91401
Verdugo Consortium	1255 S. Central Ave. Glendale, CA 91204

**LIST OF DPSS SPECIALIZED SUPPORTIVE SERVICES PROVIDERS**

**Domestic Violence Services Providers**

Family Crisis Center
Akila Concepts, Inc.
Antelope Valley Domestic Violence Council
Asian Pacific American Legal Center of Southern California
Bienvenidos Children's Center Inc.
Cambodian Association of American
Center for the Pacific Asian Family
Chicana Service Action Center, Inc.
Children's Institute International
Community Counseling Services of Los Angeles
Community Legal Services
Domestic Abuse Center
East Los Angeles Women's Center
Foothill Family Services
Harriet Buhai Center for Family Law
Haven Hills, Inc.
Helpline Youth Counseling, Inc.
House of Ruth, Inc.
Human Services Association
Institute for Multicultural Educational Services
Interval House
Jenesse Center, Inc.
Jewish Family Services/Family Violence Project
Legal Aid Foundation of Los Angeles
Los Angeles Center for Law & Justice
National Council on Alcohol & Drug Dependency
Neighborhood Legal Services of Los Angeles County
Ocean Park Community Center
Peace and Joy Care Center
Project: Peacemakers, Inc.
Prototypes
Rainbow Services, Ltd.
San Fernando Valley Community Mental Health Center, Inc.
San Pedro Community Legal Services
Santa Anita Family Services
Southern California Alcohol & Drug Programs, Inc.
Su Casa Family Crisis & Support Ctr.
Women's & Children Crisis Shelter, Inc.
Women Shelter of Long Beach
YWCA of Glendale Domestic Violence Project
YWCA of San Gabriel Valley



## LIST OF DPSS SPECIALIZED SUPPORTIVE SERVICES PROVIDERS

### Substance Abuse Services Providers

Name	Facility Address	City/ZIP
ALCOHOLISM CENTER FOR WOMEN, INC.	1147 South Alvarado Street	Los Angeles 90006
ALCOHOLISM CENTER FOR WOMEN, INC.	1135 South Alvarado Street	Los Angeles 90006
ASIAN AMERICAN DRUG ABUSE PROGRAM, INC.	3838 Martin Luther King Boulevard	Los Angeles 90008
ASIAN AMERICAN DRUG ABUSE PROGRAM, INC.	3838 Martin Luther King Boulevard	Los Angeles 90008
ASIAN AMERICAN DRUG ABUSE PROGRAM, INC.	5318 South Crenshaw Boulevard	Los Angeles 90043
AVALON-CARVER COMMUNITY HEALTH CENTER	4920 South Avalon Boulevard	Los Angeles 90011
BEHAVIORAL HEALTH SERVICES, INC.	3421 East Olympic Boulevard	Los Angeles 90023
CALIF. HISPANIC COMMISSION ON ALCOHOL AND DRUG ABUSE	5801 East Beverly Boulevard	Los Angeles 90022
CALIF. HISPANIC COMMISSION ON ALCOHOL AND DRUG ABUSE	3125 North Broadway	Los Angeles 90031
CASA DE HERMANDAD, INC.	11821 West Pico Boulevard	West Los Angeles 90064
CHABAD OF CALIFORNIA, INC.	5675 West Olympic Boulevard	Los Angeles 90036
CHARLES R. DREW UNIVERSITY OF MEDICINE AND SCIENCE	9307 South Central Avenue	Los Angeles 90002
CHILDREN'S INSTITUTE INTERNATIONAL	711 South New Hampshire Avenue	Los Angeles 90005
CITY OF COMPTON	404 North Alameda Street	Compton 90222
CLINICA MONSEÑOR OSCAR A. ROMERO	2032 Marengo Street	Los Angeles 90033
CRI-HELP, INC.	2010 North Lincoln Park Avenue	Los Angeles 90031
DO IT NOW FOUNDATION	7060 Hollywood Boulevard, Suite 201	Hollywood, 90028
EL CENTRO DEL PUEBLO	760 South Westmoreland Avenue	Los Angeles 90005
HIS SHELTERING ARMS, INC.	11101 South Main Street	Los Angeles 90061
HOMELESS HEALTH CARE LOS ANGELES, INC.	2330 Beverly Boulevard	Los Angeles 90057
KOREAN YOUTH AND COMMUNITY CENTER, INC.	680 South Wilton Place	Los Angeles 90005
LOS ANGELES CENTERS FOR ALCOHOL AND DRUG ABUSE	11015 Bloomfield Avenue	Santa Fe Springs 90670
MARY-LIND FOUNDATION	4445 Burns Avenue	Los Angeles 90029
MELA COUNSELING SERVICES CENTER, INC.	5240 East Beverly Boulevard, 2nd Floor	East Los Angeles 90022
MID VALLEY RECOVERY SERVICES, INC.	453 South Indiana Street	Los Angeles 90063
MINI TWELVE STEP HOUSE, INC.	200 North Long Beach Boulevard	Compton, 90221
MINI TWELVE STEP HOUSE, INC.	303 East 52nd Street	Los Angeles 90011
MJB TRANSITIONAL RECOVERY, INC.	11152-11156 South Main Street	Los Angeles 90061
PEOPLE COORDINATED SERVICES OF SOUTHERN CALIFORNIA	3021 South Vermont Avenue	Los Angeles 90007
PEOPLE IN PROGRESS, INC.	1636 West 8th Street, Suite 103	Los Angeles 90017
PLAZA COMMUNITY CENTER	4127 Cesar Chavez Boulevard	Los Angeles 90063
SALVATION ARMY, A CALIFORNIA CORPORATION	3107 South Grand Avenue	Los Angeles 90007
SHIELDS FOR FAMILIES PROJECT, INC. (THE)	12021 South Wilmington Avenue, Parking Lot C	Los Angeles 90059
SOUTHERN CALIFORNIA ALCOHOL AND DRUG PROGRAMS, INC.	11500 Paramount Boulevard	Downey 90241
SPECIAL SERVICE FOR GROUPS	532 South Vermont Avenue, Suite 102	Los Angeles 90020
SPIRITT FAMILY SERVICES, INC.	13135 Barton Road	Whittier 90605
SUNRISE COMMUNITY COUNSELING CENTER	537 South Alvarado Street, 2Nd Floor	Los Angeles 90057
WATTS HEALTHCARE CORPORATION	8005 South Figueroa Street	Los Angeles 90003

**LIST OF DPSS SPECIALIZED SUPPORTIVE SERVICES PROVIDERS**  
**Mental Health Services Providers**

Facility Name	Address	City	Zip
Antelope Valley MHS	349-A EAST AVE. K-6, SUITE A	LANCASTER	93535
Palmdale Mental Health Center	1529 E. PALMDALE BL., STE.150	PALMDALE	93550
Pennylane, National Foundation for Treatment	190 SIERRA COURT, SUITE C-8	PALMDALE	93550
Valley Child Guidance Clinic	310 E. PALMDALE BLVD. SUITE #G	PALMDALE	93550
Asian Pacific Counseling & Treatment Center of San Fernando Valley	5900 SEPULVEDA BLVD. #425	VAN NUYS	91411
Child & Family Guidance Center	9650 ZELZAH AVE	NORTHRIDGE	91325
Child And Family Center	21704 GOLDEN TRIANGLE RD, #120	SAUGUS	91350
Child And Family/Newhall-OP	23504 LYONS AVE. #204	NEWHALL	91321
El Centro de Amistad	6800 OWENSMOUTH AVE. #310	CANOGA PARK	91303
Glen Roberts Child Study Center	1530 E. COLORADO STREET	GLENDALE	91205
Hathaway Children's Services	11500 ELDRIDGE AVE, SUITE 204	LAKE VIEW TERR	91342
Hillview Mental Health Center, Inc.	11500 ELDRIDGE AVE, SUITE 206	LAKE VIEW TERR	91342
San Fernando Mental Health Services	10605 BALBOA BLVD	GRANADA HILLS	91344
San Fernando Valley CMHC: CalWORKs Supportive Services	11565 LAUREL CANYON BLVD., #101	MISSION HILLS	91340
San Fernando Valley CMHC: Center for Family Living	14545 SHERMAN CIRCLE	VAN NUYS	91405
San Fernando Valley CMHC: MacDonald Carey OP	11631 VICTORY BLVD., SUITE 203	NO. HOLLYWOOD	91606
Santa Clarita Valley MHC	25050 PEACHLAND AVE, STE. 203	NEWHALL	91321
Stirling Behavioral Health Institute	15216 VANOWEN AVE, STE 2B	VAN NUYS	91361
Stirling Behavioral Health Institute	31824 VILLAGE CENTER RD, STE E	WESTLAKE VILLAGE	91361
Valley Coordination Children Services	19231 VICTORY BLVD, #110	RESEDA	91335
Verdugo Mental Health Center	3436 N. VERDUGO RD, #10	GLENDALE	91208
West Valley Mental Health Center	7621 CANOGA AVENUE	CANOGA PARK	91304
WRAP Family/SVS-API Network	6851 LENNOX AVE., #400	VAN NUYS	91405
Arcadia MHS	330 EAST LIVE OAK AVE	ARCADIA	91006
Asian Pacific Family Center	9353 E. VALLEY BLVD	ROSEMEAD	91770
Child and Family Svc(Tri City)	790 E. BONITA AVE.	POMONA	91767
D Veal Family and Youth Services	855 N. ORANGE GROVE BL	PASADENA	91103
Enki LPVMHC - La Puente	160 SOUTH SEVENTH AVENUE	LA PUENTE	91744
ENKI Youth and Family Svcs - Covina	535 S SECOND AVE	COVINA	91723
I-CAN OP	2555 E. COLORADO BLVD, #100	PASADENA	91107
Pacific Clinics	1020 S. ARROYO PARKWAY	PASADENA	91105
Pacific Clinics	66 HURLBUT STREET	PASADENA	91105
Pacific Clinics/Irwindale OP	13177 RAMONA BLVD, STE C	IRWINDALE	91706
Pacific Clinics: East Foothill Guidance	902 S. MYRTLE AVE.	MONROVIA	91016

**Mental Health Services Providers**

Facility Name	Address	City	Zip
Pacific Clinics: East Youth Duarte	902 S. MYRTLE AVE.	MONROVIA	91016
Pacific Clinics: Fair Oaks	909 SOUTH FAIR OAKS AVENUE	PASADENA	91105
Pacific Clinics	1007 N. LAKE AVE	PASADENA	91104
Pasadena Children's Training Society dba The Sycamores	2933 NORTH EL NIDO DRIVE	ALTADENA	91101
Tri City MH	2008 N. GAREY AVE	POMONA	91767
Asian Pacific Counseling & Trtmt Cntr	520 LAFAYETTE PARK PL, #300	LOS ANGELES	90057
Children's Hospital of Los Angeles	5000 SUNSET BLVD, 7TH FL	LOS ANGELES	90027
Children's Institute International	711 S. NEW HAMPSHIRE, #1232	LOS ANGELES	90005
Community Counseling Services Amanecer	1200 WILSHIRE BL., STE 210	LOS ANGELES	90017
Downtown Mental Health Services	529 S. MAPLE ST	LOS ANGELES	90013
Enki/East LA MHS - Pico Union	2523 W. 7TH STREET	LOS ANGELES	90057
Hathaway Family Resource Ctrs.	840 N. AVENUE 66	HIGHLAND PARK	90042
Hollywood Mental Health Center	1224 VINE STREET	LOS ANGELES	90038
Institute for Multicultural Counseling and Education Services (VERDUGO)	3580 WILSHIRE BL., STE. 200	LOS ANGELES	90010
LAC/USC MC Child/Adolescent	PSYC IRD - 2020 ZONAL AVE.	LOS ANGELES	90033
Northeast Mental Health Center	5321 VIA MARISOL	LOS ANGELES	90042
Portals House-CLP	269 S MARIPOSA AVE	LOS ANGELES	90004
Portals Hse-Mariposa Club	269 S MARIPOSA AVE	LOS ANGELES	90004
Portals House-Wilshire	3345 Wilshire Boulevard, Suite 700	LOS ANGELES	90057
Seven Generations Child & Family Counseling Services American Indian	1135 WEST 6TH ST	LOS ANGELES	90017
SSG IndoChinese Counseling Ctr	605 W. OLYMPIC BLVD. STE 350	LOS ANGELES	90015
Didi Hirsch CMHC-Culver/Palms	11133 WASHINGTON BL.	CULVER CITY	90232
Didi Hirsch CMHC-Mar Vista	12420 VENICE BL, #200	MAR VISTA	90066
Didi Hirsch / Sepulveda CC	4760 S. SEPULVEDA BL	CULVER CITY	90230
E. D. Edelman MHS Adult and Children	11080 W. OLYMPIC BLVD. 1ST FL.	LOS ANGELES	90064
Mental Health Association-SHARE	5521 GROSVENOR BLVD	LOS ANGELES	90066
St. John's Child & Family Dev. Center	1339 20TH STREET	SANTA MONICA	90404
WRAP Family Services	8616 LA TIJERA BLVD. STE 200	LOS ANGELES	90045
Augustus F. Hawkins Comp. MHC	1720 EAST 120TH STREET	LOS ANGELES	90059
Compton Mental Health Center	322 WEST COMPTON BLVD, STE 202	COMPTON	90220
Didi Hirsch C.M.H.C-Manchester Cntr	1328 WEST MANCHESTER AVE.	LOS ANGELES	90044
Kedren Community Mental Health Center, Inc. - Child	4211 SOUTH AVALON BLVD	LOS ANGELES	90011
LA Child Guidance Clinic	3787 S VERMONT AVE	LOS ANGELES	90007
LA Child Guidance Clinic - Crenshaw	4401 CRENSHAW BL	LOS ANGELES	90043
LA Child Guidance Clinic/Prototype	7410 S BROADWAY	LOS ANGELES	90003

Facility Name	Address	City	Zip
Latino Mental Health Center	1720 E. 120th STREET	LOS ANGELES	90059
M. L. King Jr. Medical Center - Child/Adolescent	12021 S WILMINGTON AVENUE	LOS ANGELES	90059
Portals - Community Connections	3873 S. WESTERN AVENUE	LOS ANGELES	90062
South Central Health And Rehabilitation Program (SCHARP)	5201 S. VERMONT AVENUE	LOS ANGELES	90037
Services W/O Walls(YIP)	2460 E VERNON AVE	LOS ANGELES	90043
Services W/O Walls(YIP)	1776 E. CENTURY BLVD.	LOS ANGELES	90002
Shields For Families (ICS)	12714 S. AVALON BL, #109	LOS ANGELES	90061
West Central Family Mental Health	3751 W. STOCKER ST	LOS ANGELES	90008
Wilshire Children's Center	3320 WEST ADAMS BL	LOS ANGELES	90018
ALMA Family Services	9140 WHITTIER BLVD	PICO RIVERA	90660
American Indian Counseling Center	17707 S. STUDEBAKER ROAD	CERRITOS	90703
Community Family Guidance Center	10929 SOUTH ST, SUITE 208B	CERRITOS	90701
Enki - East LA MHS - Bell Gardens	6001 CLARA ST.	BELL GARDENS	90201
Enki - East LA MHS - Commerce	1436 GOODRICH BLVD	COMMERCE	90022
Intercommunity Child Guidance Center	8106 S BROADWAY ST	WHITTIER	90606
Pacific Clinics: El Camino MHC	11721-A TELEGRAPH ROAD	SANTA FE SPRGS	90670
Rio Hondo Community MHC	17707 S. STUDEBAKER ROAD	CERRITOS	90703
Roybal Family Mental Health Services	245 S FETTERLY AVE	LOS ANGELES	90022
San Antonio MHC Somos Familia	6450 GARFIELD AVENUE	BELL GARDENS	90201
1736 House - Family Crisis Center	601 S. PACIFIC COAST HWY.	REDONDO BEACH	90277
Children's Institute International	21810 NORMANDIE AVE	TORRANCE	90502
Coastal Asian Pacific MH Services	14112 S KINGSLEY DRIVE	GARDENA	90249
Didi Hirsch Inglewood	111 N. LA BREA AVE, STE 201	INGLEWOOD	90301
DMH-Harbor-UCLA Medical Center	1000 W CARSON ST, BLDG. D-5	TORRANCE	90509
Greater Long Beach Child Guidance Center, Inc.	3711 LONG BEACH BLVD, STE. 600	LONG BEACH	90807
The Guidance Center - Long Beach	3711 LONG BEACH BLVD, STE. 600	LONG BEACH	90807
The Guidance Center - San Pedro	411 N. HARBOR BL., STE. 300	SAN PEDRO	90731
Long Beach Asian Pacific Mental Health Program	1975 LONG BEACH BLVD	LONG BEACH	90806
Long Beach Child & Adolescent Clinic	240 E. 20TH STREET	LONG BEACH	90808
Long Beach MHS Adult Clinic	1975 LONG BEACH BLVD	LONG BEACH	90806
San Pedro Mental Health Services	769 WEST THIRD STREET	SAN PEDRO	90731
South Bay Children's Health Center	410 S CAMINO REAL	REDONDO BEACH	90277
South Bay Mental Health Services	2311 WEST EL SEGUNDO BLVD	HAWTHORNE	90250
WRAP Family Services	3530 ATLANTIC AVE. STE 202	LONG BEACH	90807

**ATTACHMENT B**

**CONTRACTOR BUDGET AND EMPLOYEE BENEFITS**

**GAIN CASE MANAGEMENT SERVICES**  
**ONE MONTH START-UP BUDGET SHEET FOR GAIN REGION # II and VII**

**DIRECT COST**

Payroll		FTE*	Hourly Rate	Monthly Salary
Project Director	Moskal, Colleen	0.50	\$ 50.48	\$ 4,442.24
HR Manager	TBD	1.00	\$ 24.04	\$ 4,231.04
Contract Manager & Backup	Morrison, Christine	1.00	\$ 45.30	\$ 7,972.80
Contract Manager & Backup	Covarrubias, Juan	1.00	\$ 36.06	\$ 6,346.56
Fiscal Manager	TBD	1.00	\$ 24.04	\$ 4,231.04
JVS - QA / Training Specialist	TBD	1.00	\$ 21.63	\$ 3,806.88
QA / Training Specialist	Usubyan, Valentina	1.00	\$ 18.57	\$ 3,268.32
Operations Manager	Imaguchi, Yvonne	1.00	\$ 21.47	\$ 3,778.72
Operations Manager	TBD	1.00	\$ 21.15	\$ 3,722.40
Job Developer / Community Outreach Specialist	Sanchez, Celina	1.00	\$ 16.99	\$ 2,990.24
Job Developer / Community Outreach Specialist	TBD	1.00	\$ 16.83	\$ 2,962.08
JVS - Job Developer / Community Outreach Specialist	TBD	1.00	\$ 17.31	\$ 3,046.56
Office Support Managers	TBD	2.00	\$ 16.35	\$ 5,755.20
Case Manager Supervisor	Melik-Stepanyan, Jaklin	1.00	\$ 13.96	\$ 2,456.96
Case Manager Supervisor	Partida, Margarita	1.00	\$ 16.83	\$ 2,962.08
Case Manager Supervisor	Ghazarian, Lenara	1.00	\$ 18.66	\$ 3,284.16
Case Manager Supervisor	Showler, Christine	1.00	\$ 16.15	\$ 2,842.40
Case Manager Supervisor	Garcia, Julio	1.00	\$ 18.49	\$ 3,254.24
Case Manager Supervisor	Petrosyan, Svetlana	1.00	\$ 18.04	\$ 3,175.04
JVS - Case Manager Supervisors	TBD	4.00	\$ 17.79	\$ 12,524.16
Lead Case Manager	TBD	1.00	\$ 19.66	\$ 3,460.16
Case Managers	TBD	27.00	\$ 15.87	\$ 27,423.36
JVS - Case Managers	TBD	50.00	\$ 15.87	\$ 50,784.00
Office Support Staff	TBD	1.00	\$ 12.50	\$ 800.00
JVS - Office Support Staff	TBD	5.00	\$ 12.50	\$ 4,000.00
Unit Assitants	TBD	2.00	\$ 12.02	\$ 1,538.56
JVS - Unit Assistants	TBD	8.00	\$ 12.02	\$ 6,154.24
Total FTE's		117.50		
<b>Total Salaries and Wages.....</b>				<b>\$ 181,213.44</b>
<b>*FTE = Full Time Equivalent &amp; includes Subcontractor Positions</b>				
<b>Employee Benefits</b>				
		<b>No. of Employees</b>		<b>Monthly Cost</b>
Medical Insurance (Average)**		117.50		\$ 26,353.16
Dental Insurance**		117.50		\$ -
Life Insurance**		117.50		\$ -
Long Term / Short Term Disability**		117.50		\$ -
Employee Bonuses		117.50		\$ 354.47
401k Contributions		117.50		\$ 3,367.42
Miscellaneous Benefits		117.50		\$ 10,998.83
<b>Total Benefits.....</b>				<b>\$ 41,073.88</b>
<b>**MAXIMUS tracks insurance as one line item for pricing purposes</b>				
<b>The Monthly Cost Per Employee column is an average per month/FTE</b>				

<b>Payroll Taxes</b>		
FICA	\$ 19,427.44	
Federal Unemployment Tax	\$ 1,090.86	
State Unemployment Tax	\$ 2,044.99	
Workers Compensation Tax	\$ 2,808.46	
Employee Welfare	\$ 54.53	
<b>Total Payroll Tax.....</b>		<b>\$ 25,426.09</b>
Insurance (List Type/Coverage. See RFP, Appendix A, Paragraphs 8.25, 8.26, Insurance)		
Insurance included in G&A Expense below		
<b>Total Insurance Costs.....</b>		<b>\$ -</b>
<b>Miscellaneous Direct Costs</b>		
Bilingual Staff Bonus	\$ -	
Copier Usage	\$ 2,000.00	
Facility / Equipment	\$ -	
MAXTrac	\$ 19,334.50	
Miscellaneous	\$ 2,985.00	
Printing / Postage	\$ 446.00	
Salary Adjustments	\$ -	
Supplies	\$ 4,147.50	
Telecommunications	\$ -	
Transitional Consultant	\$ 32,200.00	
Travel	\$ 2,360.00	
<b>Total Miscellaneous Direct Costs.....</b>		<b>\$ 63,473.00</b>
<b>TOTAL DIRECT COST</b>		<b>\$ 311,186.41</b>
<b>INDIRECT COST***</b>		
Rent for Business Office	\$ -	
Management Overhead	\$ 27,452.16	
Other - General and Administrative (including Accounting)	\$ 24,662.27	
<b>TOTAL INDIRECT COST</b>		<b>\$ 52,114.43</b>
***Rates used to calculate indirect costs are provided by Corporate office and are adjusted quarterly.		
<b>TOTAL DIRECT AND INDIRECT COST.....</b>		<b>\$ 363,300.84</b>
<b>PROFIT (Please enter the percentage: 4.00%).....</b>		<b>\$ 14,532.04</b>
<b>TOTAL START-UP COSTS.....</b>		<b>\$ 377,832.88</b>

**GAIN CASE MANAGEMENT SERVICES**  
**ELEVEN MONTH ANNUAL BUDGET SHEET FOR GAIN REGION # II and VII**

**DIRECT COST**

<b><u>Payroll</u></b>	<b><u>FTE*</u></b>	<b><u>Monthly Salary</u></b>	<b><u>Total Annual</u></b>
Project Director	0.50	\$ 4,375.00	\$ 48,125.00
HR Manager	1.00	\$ 4,166.67	\$ 45,833.37
Contract Manager & Backup	1.00	\$ 7,852.33	\$ 86,375.63
Contract Manager & Backup	1.00	\$ 6,250.00	\$ 68,750.00
Fiscal Manager	1.00	\$ 4,166.67	\$ 45,833.37
JVS - QA / Training Specialist	1.00	\$ 3,750.00	\$ 41,250.00
QA / Training Specialist	1.00	\$ 3,218.92	\$ 35,408.12
Operations Manager	1.00	\$ 3,720.64	\$ 40,927.04
Operations Manager	1.00	\$ 3,666.67	\$ 40,333.37
Job Developer / Community Outreach Specialist	1.00	\$ 2,944.83	\$ 32,393.13
Job Developer / Community Outreach Specialist	1.00	\$ 2,916.67	\$ 32,083.37
JVS - Job Developer / Community Outreach Specialist	1.00	\$ 3,000.00	\$ 33,000.00
Office Support Managers	2.00	\$ 5,666.66	\$ 62,333.26
Case Manager Supervisor	1.00	\$ 2,420.18	\$ 26,621.98
Case Manager Supervisor	1.00	\$ 2,916.67	\$ 32,083.37
Case Manager Supervisor	1.00	\$ 3,234.15	\$ 35,575.65
Case Manager Supervisor	1.00	\$ 2,799.89	\$ 30,798.79
Case Manager Supervisor	1.00	\$ 3,205.56	\$ 35,261.16
Case Manager Supervisor	1.00	\$ 3,127.76	\$ 34,405.36
JVS - Case Manager Supervisors	4.00	\$ 12,333.32	\$ 135,666.52
Lead Case Manager	1.00	\$ 3,408.33	\$ 37,491.63
Case Managers	27.00	\$ 74,250.00	\$ 816,750.00
JVS - Case Managers	50.00	\$ 137,500.00	\$1,512,500.00
Office Support Staff	1.00	\$ 2,166.67	\$ 23,833.37
JVS - Office Support Staff	5.00	\$ 10,833.35	\$ 119,166.85
Unit Assitants	2.00	\$ 4,166.66	\$ 45,833.26
JVS - Unit Assistants	8.00	\$ 16,666.64	\$ 183,333.04
JVS - Administrative	1.00	\$ 2,500.00	\$ 27,500.00
<b>Total FTE's</b>	<b>118.50</b>		

**Total Annual Salaries and Wages..... \$3,709,466.64**

**\*FTE = Full Time Equivalent & includes Subcontractor Positions**

<b><u>Employee Benefits</u></b>	<b><u>Mo. Cost Per Employee</u></b>	<b><u>Annual Cost All Employees</u></b>
Medical Insurance (Average)**	\$ 222.65	\$ 290,224.28
Dental Insurance**	\$ -	\$ -
Life Insurance**	\$ -	\$ -
Long Term / Short Term Disability**	\$ -	\$ -
Employee Bonuses	\$ 2.99	\$ 3,897.47
401k Contributions	\$ 28.45	\$ 37,084.58
Miscellaneous Benefits	\$ 144.80	\$ 188,746.80

**Total Annual Benefits..... \$ 519,953.12**



\*\*MAXIMUS tracks insurance as one line item for pricing purposes  
The Monthly Cost Per Employee column is an average per month/FTE

<b>Payroll Taxes</b>	<b>Mo. Cost Per Employee</b>	<b>Annual Cost All Employees</b>
FICA	\$ 165.34	\$ 215,520.69
Federal Unemployment Tax	\$ 9.28	\$ 12,096.48
State Unemployment Tax	\$ 17.40	\$ 22,680.90
Workers Compensation Tax	\$ 23.90	\$ 31,153.65
Employee Welfare	\$ 0.46	\$ 599.61
<b>Total Annual Payroll Taxes.....</b>		<b>\$ 282,051.33</b>
Insurance (List Type/Coverage. See RFP, Appendix A, Paragraphs 8.25, 8.26, Insurance)		
Insurance included in G&A Expense below		
<b>Total Annual Insurance Costs.....</b>		<b>\$ -</b>
Miscellaneous Direct Costs		
Bilingual Staff Bonus	\$ 22,000.00	
Copier Usage	\$ 19,552.50	
Facility / Equipment	\$ 5,681.50	
MAXTrac	\$ 5,953.75	
Miscellaneous	\$ 32,450.00	
Printing / Postage	\$ 12,012.00	
Salary Adjustments	\$ 5,500.00	
Supplies	\$ 71,692.50	
Telecommunications	\$ 3,080.00	
Travel	\$ 10,472.00	
<b>Total Annual Miscellaneous Direct Costs.....</b>		<b>\$ 188,394.25</b>
<b>TOTAL ANNUAL DIRECT COST</b>		<b>\$4,699,865.34</b>
<b>INDIRECT COST<sup>***</sup></b>		
Rent for Business Office	\$ -	
Management Overhead	\$ 497,197.44	
Other - General and Administrative (including Accounting)	\$ 288,466.92	
<b>TOTAL ANNUAL INDIRECT COST</b>		<b>\$ 785,664.36</b>
<b>***Rates used to calculate indirect costs are provided by Corporate office and are adjusted quarterly.</b>		
<b>TOTAL ANNUAL DIRECT AND INDIRECT COST.....</b>		<b>\$5,485,529.70</b>
<b>PROFIT (Please enter the percentage: 4.00%).....</b>		<b>\$ 221,767.53</b>
<b>TOTAL ANNUAL COST.....</b>		<b>5,707,297.23</b>

GAIN CASE MANAGEMENT SERVICES  
REQUIRED LINE ITEM BUDGET NARRATIVE  
FOR GAIN REGION # II and VII

Overview

MAXIMUS has reviewed the information and data contained in RFP# CMD 05-02 and the answers to questions posed by bidders and relied upon that information and data in preparing our cost proposal.

Management Staff (Non-Line Staff)

The proposed Management staff includes a Project Director with projected time spread over each Service Area MAXIMUS is bidding on and full-time Contract Managers, Fiscal Manager, HR Manager, Operations Managers, and Office Support Managers. We have also included a small amount of time for the Corporate Officer as well.

The monthly salary costs reflect the average proposed salary rates for Year One.

401(k), health insurance, dental insurance, life insurance, long-term disability insurance, Employee Bonuses, and vacation, sick leave, and holidays are part of the MAXIMUS fringe cost and are based on past experience. Payroll taxes including FICA, Federal Unemployment Tax, State Unemployment Tax and Worker's Compensation Tax are based on the current prevailing rates.

Line Staff

The proposed Line staffing requirement represents full-time QA / Training Specialists, Job Developer / Community Outreach Specialists, Office Support Staff, Case Manager Supervisors, Case Managers, and Unit Assistants. The number of staff required is based upon the projected caseload identified in the RFP and previous MAXIMUS experience on similar programs.

The monthly salary costs for the line staff members reflect the average proposed salary rates for Year One.

401(k), health insurance, dental insurance, life insurance, long-term disability insurance, Employee Bonuses, and vacation, sick leave, and holidays are part of the MAXIMUS fringe cost and are based on past experience. Payroll taxes including FICA, Federal Unemployment Tax, State Unemployment Tax and Worker's Compensation Tax are based on the current prevailing rates.

### Other Direct Costs

Other Direct Cost items include bilingual staff bonuses, copier usage, facility / equipment, MAXTrac modifications and support, miscellaneous (to include background checks and other administrative costs), printing / postage, salary adjustments, supplies, telecommunications, travel (out of town and local) costs. The copier usage, printing / postage, supplies, telecommunications, and travel costs are based on previous MAXIMUS experience on similar programs. Facility / office equipment costs include the following:

- Telephone Equipment – Automated Outbound Dialer & Analog Lines
- Equipment Replacement costs

The subcontractor positions include the following:

- QA / Training Specialist
- Job Developer / Community Outreach Specialist
- Case Manager Supervisors
- Case Managers
- Office Support Staff
- Unit Assistants
- Administrative Labor

### Indirect Costs / Profit

Management Overhead expenses; general and administrative expenses and profit are included and applied as follows.

Management Overhead is applied to Salary, Employee Benefits and Payroll Taxes.

General and Administrative expenses are applied to all labor costs, other direct costs and Management Overhead.

Profit is applied to all direct and indirect costs.

## GAIN CASE MANAGEMENT SERVICES MONTHLY EMPLOYEE BENEFITS

### Medical Insurance/Health Plan (Kaiser South)

Employer Pays \$ 358.97 Employee Pays \$ 173.54 Total Premium \$ 532.51

Annual Deductible:

Employee N / A

Family N / A

Coverage (?):

- ☒ Hospital Care (Inpatient ☒ Out Patient ☒)
- ☒ X-Ray & Laboratory
- ☒ Surgery
- ☒ Office Visits
- ☒ Pharmacy
- ☒ Maternity
- ☒ Mental Health/Chemical Dependency, Inpatient
- ☒ Mental Health/Chemical Dependency, Outpatient

### Dental Insurance

Employer Pays \$ 28.40 Employee Pays \$ 14.00 Total Premium \$ 42.40

### Life Insurance\*

Employer Pays \$ 4.38 Employee Pays \$ 2.36 Total Premium \$ 6.73

\*Fluctuates based on employee salary -- calculation based on average salary of FTE's

### Vacation

Number of Days 10, And

Any Increase After 5 Years of Employment, Number of Days or Hours

### Sick Leave

Number of Days 7 1/2 Per Year, And

Any Increase or Accumulation, Number of Days or Hours

### Holidays

Number of Days 9 Per Year

**Retirement** Employer Pays\*\* Employee Pays elective Total Premium

\*\*MAXIMUS matches up to 6% of 401(k) Plan

## **ATTACHMENT C**

### **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

By submission of this Bid, this potential Contractor certifies that the prices quoted herein have been arrived at independently without consultation, communication, or Contract with any other bidder or competitor for the purpose of restricting competition.

The following names with their telephone numbers are persons authorized legally to commit the Bidder/Contractor:

_____	_____
_____	_____
_____	_____
_____	_____

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Typed Name and Title of Signer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ATTACHMENT D**

**INVITATION FOR BID/REQUEST FOR PROPOSALS/  
GROUNDS FOR REJECTION**

**INVITATION FOR BID/REQUEST FOR PROPOSALS/  
GROUNDS FOR REJECTION**

*Los Angeles County Code* Chapter 2.180.010, "Certain Contracts Prohibited" sets forth, among other things, the following:

Notwithstanding any other section of this *Code*, the County shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- (a) Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
- (b) Profit making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners or major shareholders;
- (c) Persons who, within the immediate preceding twelve (12) months, came within the provisions of subsection (a), and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Contractor, or (2) participated in any way in developing the Contract or its service specification; and
- (d) Profit making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners or major shareholders.

Contractor hereby certifies that personnel who developed and/or participated in the preparation of the Contract do not fall within scope of *Code Section 2.180.010* as outlined above.

---

Typed Name and Title of Signer

---

Signature

---

Date



## **ATTACHMENT E**

### **CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT**

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND  
CONFIDENTIALITY AGREEMENT**

**GENERAL INFORMATION**

Your employer, \_\_\_\_\_, has entered into a contract with the County of Los Angeles to provide various services to the County. Therefore, we need your signature on this employee acknowledgment and confidentiality agreement.

**ACKNOWLEDGMENT OF EMPLOYER**

- ! I understand that \_\_\_\_\_ is my sole employer for purposes of this employment.*
- ! I rely exclusively upon \_\_\_\_\_ for payment of salary and any and all other benefits payable to me or on my behalf during the period of this employment for work performed under the Contract.*
- ! I understand and agree that I am not an employee of Los Angeles County for any purposes and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.*
- ! I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer and the County of Los Angeles.*

\_\_\_\_\_ **(Initial and date)**

**CONFIDENTIALITY AGREEMENT**

As an employee of \_\_\_\_\_, you may be involved with work pertaining to County services and if so, you may have access to confidential data pertaining to persons and/or other entities who receive services from the County of Los Angeles. The County of Los Angeles has a legal obligation to protect all confidential data, especially data concerning welfare recipient records. If you are to be involved in County work, the County must ensure that you, too, will protect the confidentiality of all data. Consequently, you must sign this confidentiality agreement as a condition of your work to be provided by for the County.

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND  
CONFIDENTIALITY AGREEMENT  
(Continued)**

**Please read the following Contract and take time to consider it prior to signing:**

- ! I hereby agree that I will not divulge, to any unauthorized person, data obtained while performing work pursuant to the Contract between and the County of Los Angeles.*
- ! I agree to forward all requests for the release of information received by me to my immediate supervisor.*
- ! I agree to report any and all violations of the above by any other person and/or by myself to my immediate supervisor.*
- ! I agree to return all confidential materials to my immediate supervisor upon termination of my employment with \_\_\_\_\_ or completion of the presently assigned work task, whichever occurs first.*
- ! I acknowledge that violation of this agreement and acknowledgment may subject me to civil and/or criminal action and that the County of Los Angeles will seek all possible legal redress.*

\_\_\_\_\_ **(Initial and Date)**

**CONFLICT OF INTEREST POLICY**

**I ACKNOWLEDGE MY RESPONSIBILITY TO REPORT MY EMPLOYMENT TO MY ELIGIBILITY WORKER OR SOCIAL WORKER SHOULD I APPLY FOR, AM CURRENTLY, OR BECOME A RECIPIENT OF ANY PUBLIC ASSISTANCE OR SERVICES PROGRAM ADMINISTERED BY DPSS.**

These are some of the programs that are administered by DPSS:

1. California Work Opportunity and Responsibility for Kids (CalWORKs)
2. Los Angeles County General Relief Program (GR)
3. California Medi-Cal Program (Medi-Cal)
4. Food Stamps Program (FS)
5. Social Services to Adults, Children, and Families
6. Supervision of Children Placed in Foster Care
7. Cuban/Haitian Entrant Program (CHEP)
8. Refugee Resettlement Program (RRP)
9. Special Circumstances (SC)
10. Repatriate Program (Repat)

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND  
CONFIDENTIALITY AGREEMENT  
(Continued)**

**CONFLICT OF INTEREST POLICY (Cont.)**

**DURING THE TIME THAT I HAVE ACCESS TO PUBLIC ASSISTANCE RECORDS WHILE ACTING ON BEHALF OF MY EMPLOYER \_\_\_\_\_, I AGREE TO REPORT TO MY IMMEDIATE SUPERVISOR THAT I HAVE (WITHIN THE LAST THIRTY [30] DAYS) APPLIED FOR OR AM RECEIVING PUBLIC ASSISTANCE. IF I HAVE ACCESS TO MY OWN, MY RELATIVES', OR CLOSE FRIENDS' PUBLIC ASSISTANCE RECORDS, I WILL MAKE THIS KNOWN TO MY IMMEDIATE SUPERVISOR.**

I understand that I am to report any of the following relationships and that the County will screen contractor employees to ensure that reporting responsibilities are being met, and that I shall have no access to my public assistance records or the records of any friend, relative, business relation, personal acquaintance, tenant, or any individual whose relationship could reasonably sway my conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of financial documents or fingerprint images and fingerprint documents.

**IT IS YOUR RESPONSIBILITY TO BE AWARE OF POSSIBLE CONFLICTS OF INTEREST AND TO IMMEDIATELY NOTIFY YOUR IMMEDIATE SUPERVISOR IN WRITING OF THE FACTS, SO THAT A DETERMINATION CAN BE MADE OF WHETHER OR NOT SUCH A CONFLICT EXISTS. YOUR REPORT WILL BE HELD IN CONFIDENCE.**

Name: \_\_\_\_\_  
(Contractor Employee's Signature)

Date: \_\_\_\_\_

Name: \_\_\_\_\_  
(Please Print Contractor Employee's Name)

Social Security Number: \_\_\_\_\_

Working Title: \_\_\_\_\_

Original: Contractor  
Copy: Contract Employee

**ATTACHMENT F**

**BIDDER'S/OFFEROR'S EEO CERTIFICATION**

**BIDDER'S/OFFEROR'S EEO CERTIFICATION**


---

 Bidder's/Offeror's Name

---

 Address

---

 Internal Revenue Service Employer Identification Number
**GENERAL**

In accordance with *Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e-17, Section 504 of the Rehabilitation Act of 1975, the Food Stamp Act of 1977, the Welfare and Institutions Code Section 10000, California Department of Social Services Manual of Policies and Procedures Division 21, and the Americans with Disabilities Act of 1990*, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

**BIDDER'S/OFFEROR'S CERTIFICATION****(circle one)**

- |   |     |    |
|---|-----|----|
| 1. The bidder/offeror has a written policy statement prohibiting discrimination in all phases of employment.  | Yes | No |
| 2. The bidder/offeror periodically conducts a self-analysis or utilization analysis of its work force.  | Yes | No |
| 3. The bidder/offeror has a system for determining if its employment practices are discriminatory against protected groups.   | Yes | No |
| 4. Where problem areas are identified in employment practices, the bidder/offeror has a system for taking reasonable corrective action to include establishment of goals or timetables. | Yes | No |

---

 Name and Title of Signer

---

 Signature

---

 Date

## **ATTACHMENT G**

### **BIDDER'S/OFFEROR'S NONDISCRIMINATION IN SERVICES CERTIFICATION**

**BIDDER'S/OFFEROR'S NONDISCRIMINATION IN SERVICES CERTIFICATION**


---

 Bidder's/Offoror's Name

---

 Address

---

 Internal Revenue Service Employer Identification Number
**GENERAL**

In accordance with Subchapter VI and VII of the *Civil Rights Act of 1964*, Section 504 of the *Rehabilitation Act of 1973*, as amended, the *Age Discrimination Act of 1975*, the *Food Stamp Act of 1977*, and the *Americans with Disabilities Act of 1990*, the Contractor, supplier, or vendor certifies and agrees that all persons serviced by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

**BIDDER'S/OFFEROR'S CERTIFICATION**

- |  | <b>(circle one)</b> |    |
|--|---------------------|----|
| 1. The bidder/offeror has a written policy statement prohibiting discrimination in providing services and benefits.  | Yes                 | No |
| 2. The bidder/offeror periodically monitors the equal provision of services to ensure nondiscrimination.   | Yes                 | No |
| 3. Where problem areas are identified in equal provisions of services and benefits, the bidder/offeror has a system for taking reasonable corrective action within a specified length of time. | Yes                 | No |

---

 Name and Title of Signer

---

 Signature

---

 Date



## **ATTACHMENT H**

### **ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS**

**ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS**

As a threshold requirement for consideration for Contract award, Contractors shall demonstrate a proven record of hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for the openings. Additionally, Contractors shall attest to a willingness to provide employed GAIN/GROW participants access to the Contractor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Contractors shall complete, sign and return this form with their proposal. Contractors who are unable to meet this requirement shall not be considered for Contract award.

Contractor shall complete all of the following information, sign where indicated, and return this form with

1. Contractor has a proven record of hiring GAIN/GROW participants.

\_\_\_\_\_ YES \_\_\_\_\_ NO  
(Subject to verification by County)

2. Contractor is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Contractor is willing to interview qualified GAIN/GROW participants.

\_\_\_\_\_ YES \_\_\_\_\_ NO  
If YES, state the name and telephone number of the person whom the County may contact to refer GAIN/GROW participants: \_\_\_\_\_

3. Contractor is willing to provide employed GAIN/GROW participants access to its employee mentoring program, if available.

\_\_\_\_\_ YES \_\_\_\_\_ NO \_\_\_\_\_ N/A (program not available)

**CONTRACTOR**

\_\_\_\_\_  
(Type or Print Name of Firm)

By \_\_\_\_\_

Type or Print Name: \_\_\_\_\_

Type or Print  
Title:

SIGNATURE:	DATE:
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## **ATTACHMENT I**

### **COUNTY OF LOS ANGELES LIVING WAGE DECLARATION**

**COUNTY OF LOS ANGELES  
LIVING WAGE ORDINANCE**

***Contractor Living Wage Declaration***  
**For Contract Extension, Amendment Or Renewal**

The contract is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and immediately submit it, to the County awarding department.

Please check the option that best describes your intention to comply with the Program.

I do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage rate of not less than **\$9.46 per hour** per employee.

I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than \$1.14 per hour** per employee. I will pay an hourly wage of not less than **\$9.46 per hour** per employee.

I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least \$1.14 per hour** per employee. I will pay an hourly wage of not less than **\$8.32 per hour** per employee.

Health Plan(s): \_\_\_\_\_

Company Insurance Group Number: \_\_\_\_\_

Health Benefit(s) Payment Schedule:

☐ Monthly      ☐ Quarterly      ☐ Bi-annual  
☐ Annually      ☐ Other: \_\_\_\_\_  
(Specify)

PLEASE PRINT COMPANY NAME:	
I declare under penalty of perjury under the laws of the State of California that the above is true and correct:	
SIGNATURE:	DATE:
PLEASE PRINT NAME:	TITLE OR POSITION:

OAAC:\R\VALWO Train. Manual\Contractor LW Declaration.3doc

## **ATTACHMENT J**

### **COUNTY OF LOS ANGELES LIVING WAGE PROGRAM: ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE**



**COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM  
ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE**

*The County of Los Angeles is the principal provider of social and health services within the County, especially to persons who are compelled to turn to the County for such services. Employers' failure to pay less than a living wage to their employees causes them to use such services thereby placing an additional burden on the County of Los Angeles.*

It is the policy of the County of Los Angeles Board of Supervisors that it is unlawful for any person or business to knowingly submit fraudulent information with the intent of contracting with the County of Los Angeles (County) and receiving its concurrent benefits for which they are not entitled.

This is to acknowledge that the undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, is fully aware of the following policy of the County's Living Wage Ordinance and Program.

1. That they agree to bound by all the terms of the LWO as mandated in Section 2.201.010 through 2.201.100, of the County Code, including, but not limited to:
  - A. Section 2.201.020, the LWO definition of employer;
  - B. Section 2.201.010, the payment of a living wage;
  - C. Section 2.201.050, the use of full time employees, neutrality in labor relations, compliance certification, and contractor standards;
  - D. Section 2.201.060, the prohibition of employee retaliation;
  - E. Section 2.201.070, the employee retention rights; and
  - F. Section 2.201.090, if applicable, the LWO exception requirements.
2. That they also agree not to:
  - A. Knowingly and with the intent to defraud, fraudulently obtain or retain, or attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain, a contract with the County.
  - B. Willfully and knowingly make a false statement or provide false statements and/or documents with the intent to obtain or retain, or attempt to obtain or retain, a contract with the County.
  - C. Willfully and knowingly obstruct or impede, or attempt to obstruct or impede, any County official or employee who is investigating the qualifications of a business entity which has submitted a response to a proposal or bid for services.
  - D. Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person or business in fraudulently obtaining or attempting to obtain, public monies to which the person or business is not entitled under this article.
3. That all information submitted to the County in the course of attempting to obtain a contract with the County has been reviewed and, as the business owner or authorized agent for the business, I certify under penalty of perjury that all information provided is complete and correct.
4. THAT ANY PERSON OR BUSINESS THAT VIOLATES THIS POLICY SHALL BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN THE COUNTY CONTRACT OR PROJECT FOR A PERIOD OF THREE (3) YEARS.
5. That a County agency with authority to award contracts shall enter into a contract with any person or business suspended for violating this policy during such suspension period. No department shall recommend award of a contract to any contractor who uses the services of a subcontractor suspended for violating this policy during such subcontractor's suspension period.

\_\_\_\_\_  
Owner's/Authorized Agent's Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name of Firm

\_\_\_\_\_  
Date

(ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE.DOC)

**ATTACHMENT K**

**LIVING WAGE ORDINANCE**

**COUNTY OF LOS ANGELES  
LIVING WAGE ORDINANCE****TITLE 2 ADMINISTRATION****Chapter 2.201 LIVING WAGE PROGRAM****2.201.010 Findings.**

The Board of Supervisors finds that the County of Los Angeles is the principal provider of social and health services within the County, especially to persons who are compelled to turn to the County for such services. Employers' failure to pay less than a living wage to their employees causes them to use such services, thereby placing an additional burden on the County of Los Angeles. (Ord. 99-0048 § 1 (part), 1999.)

**2.201.020 Definitions.**

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

- A. "County" includes the County of Los Angeles, any County officer or body, any County department head, and any County employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the County of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a County of Los Angeles owned or leased facility.
- C. "Employer" means:
  - 1. An individual or entity who has a contract with the county:
    - a. For service which is required to be more economical or feasible under Section 44.7 of the Charter of the County of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or



- b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and
    - c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
  - 2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.
- D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the Chief Administrative Officer, but in no event less than 35 hours worked per week. (Ord. 99-0048 § 1 (part), 1999.)

#### **2.201.030 Prospective effect.**

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments, the terms of which commence three months or more after the effective date of this chapter.\* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999.)

\*Editor's note: Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

#### **2.201.040 Payment of living wage.**

- A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be \$8.32 per hour with health benefits, or \$9.46 per hour without health benefits.
- B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$1.14 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the County for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this Section. Employers who

provide health care benefits to employees through the County Department of Health Services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.

- C. The Board of Supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above, for future contracts. (Ord. 99-0048 § 1 (part), 1999.)

#### **2.201.050 Other provisions.**

- A. Full-Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the County requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. Administration. The Chief Administrative Officer shall be responsible for the administration of this chapter. The Chief Administrative Officer may, with the advice of County Counsel, issue interpretations of the provisions of this chapter. The Chief Administrative Officer in conjunction with the Affirmative Action Compliance Officer shall issue written instructions on the implementation and on-going administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the Chief Administrative Officer in conjunction with the Affirmative Action Compliance Officer. The Affirmative Action Compliance Officer in conjunction with the Chief Administrative Officer shall report annually to the Board of Supervisors on contractor compliance with the provisions of this chapter.
- E. Contractor Standards. An employer shall demonstrate during the procurement process, and for the duration of a Proposition A contract or a cafeteria services contract, a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ord. 99-0048 § 1 (part), 1999.)

#### **2.201.060 Employer retaliation prohibited.**

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the County Auditor Controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ord. 99-0048 § 1 (part), 1999.)

#### **2.201.070 Employee retention rights.**

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

- A. A "retention employee" is an employee of a predecessor employer:
1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;

2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
  3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
1. Has been convicted of a crime related to the job or his or her job performance; or
  2. Fails to meet any other county requirement for employees of a contractor.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter, a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ord. 99-0048 § 1 (part), 1999.)

## **2.201.080 Enforcement and remedies.**

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:
1. Assess liquidated damages as provided in the contract; and/or
  2. Recommend to the board of supervisors the termination of the contract; and/or

3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, not to exceed three years. (Ord. 99-0048 § 1 (part), 1999.)

#### **2.201.090 Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.
- D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:
  1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
  2. Has 20 or fewer employees during the contract period, including full time and part time employees; and
  3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
  4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than \$1,000,000.00 in annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business

dominant in that field of operation. (Ord. 99-0055 § 1, 1999: Ord. 99-0048 § 1 (part), 1999.)

**2.201.100 Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 99-0048 § 1 (part), 1999.)

## **ATTACHMENT L**

### **CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM**

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM  
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or Contractors, whether a contractor or subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or Contractor is excepted from the Program.

<b>Company Name:</b>		
<b>Company Address:</b>		
<b>City:</b>	<b>State:</b>	<b>Zip Code:</b>
<b>Telephone Number:</b>		
<b>Solicitation For (Type of Goods or Services):</b>		

***If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.***

**Part I: Jury Service Program Is Not Applicable to My Business**

- ☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.
- "Dominant in its field of operation"** means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.
- "Affiliate or subsidiary of a business dominant in its field of operation"** means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.
- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

**OR**

**Part II - Certification of Compliance**

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

***I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.***

<b>Print Name:</b>	<b>Title:</b>
<b>Signature:</b>	<b>Date:</b>



**ATTACHMENT M**

**CIVIL RIGHTS RESOLUTION AGREEMENT**

**CONTRACTOR/VENDOR ASSURANCE OF COMPLIANCE OF  
CIVIL RIGHTS RESOLUTION AGREEMENT WITH  
THE LOS ANGELES COUNTY  
DEPARTMENT OF PUBLIC SOCIAL SERVICES**

We, Company", agree to comply with the Civil Rights Resolution Agreement the County of Los Angeles, Department of Public Social Services (DPSS), has entered into with the Office for Civil Rights, Department of Health and Human Services Region IX. We, Company, also agree to comply with the following Civil Rights provisions: Title VI and Title VII of the Federal Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended; Age Discrimination Act of 1975; Food Stamp Act of 1977; American with Disabilities Act of 1990; Government Code Section 11135; California Code of Regulations, Title 22, Section 98000-98413; California Department of Social Services Manual of Policies and Procedures, Division 21; and other applicable Federal and State laws, rules, and regulations to ensure that employment practices and the delivery of social service programs are non discriminatory.

As a contractor with DPSS, "Company", agrees to comply with the provisions set forth in the Resolution Agreement aforementioned. Further, "Company", agrees to comply with the requirements of the Resolution Agreement and "Company" understands that it is necessary to ensure their respective public contact staff receive the DPSS provided Civil Rights training, ensure participants receive notices in their primary language, provide interpreters as needed, and comply with all other requirements of the Resolution Agreement.

By signing this form we, "Company", agree to the aforementioned.

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Director's Signature (Contractor)

Date

Contractor's Address

## **CIVIL RIGHTS RESOLUTION AGREEMENT REQUIREMENTS FOR CONTRACTORS/VENDORS**

On October 23, 2003, Los Angeles County, Department of Public Social Services (DPSS) entered into an Agreement of Resolution with the Office for Civil Rights, Department of Health and Human Services Region IX placing new requirements on DPSS and DPSS' contractors. As part of those requirements, DPSS will expand its role in training contractor staff that works with DPSS CalWORKs participants, on Civil Rights requirements.

Contractors shall comply with the terms of the Resolution Agreement as directed by DPSS, which includes but is not limited to the following:

- Ensuring public contact staff attend the mandatory DPSS provided Civil Rights Training
- Ensuring notices sent to participants are in their respective primary language
- Providing interpreters so that DPSS can ensure meaningful access to services for all participants
- Maintaining records and record retention of all Civil Rights related correspondence to participants

**ATTACHMENT N**

**CERTIFICATE OF NO CONFLICT OF INTEREST**

## ATTACHMENT N

### CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

#### CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
  - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
  - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the department submitting, district or agency that the provisions of this section have not been violated.

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Contractor's Name

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Contractor's Official Title

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Official's Signature

## **ATTACHMENT O**

### **EARNED INCOME CREDIT-NOTICE 1015**

## IRS NOTICE 1015



Department of the Treasury  
Internal Revenue Service

## Notice 1015

(Rev. December 2004)

### Have You Told Your Employees About the Earned Income Credit (EIC)?

#### What Is the EIC?

The EIC is a refundable tax credit for certain workers.

**What's New.** Workers cannot claim the EIC if their 2004 investment income (such as interest and dividends) is over \$2,650.

#### Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

**Note.** You are encouraged to notify each employee whose wages for 2004 are less than \$35,458 that he or she may be eligible for the EIC.

#### How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2005.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at [www.irs.gov](http://www.irs.gov).

#### How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2004 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

#### How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2004 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2004 and owes no tax but is eligible for a credit of \$791, he or she must file a 2004 tax return to get the \$791 refund.

#### How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2005 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You **must** include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

**Notice 1015**

(Rev. 12-2004)

**ATTACHMENT P**

**SAFELY SURRENDERED BABY LAW**



## SAFELY SURRENDERED BABY LAW

*It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.*

### **The California Safely Surrendered Baby Law:**

Allows a distressed birth parent(s) to legally, confidentially, and safely give up their baby.

Provides a safe place for babies.

Protects the parent(s) from arrest or prosecution for abandonment as long as the baby has not been abused or neglected.

Does not require that names be given when the baby is turned over.

Permits parents to bring a baby within 3 days of birth to any Los Angeles County hospital ER or fire station.

# No shame.

# No blame.

# No names.

**Newborns can be safely given up at any Los Angeles County hospital emergency room or fire station.**



**State of California**  
Gray Davis, Governor

**Health and Human  
Services Agency**  
Grantland Johnson, Secretary

**Department  
of Social Services**  
Rita Saenz, Director



**Los Angeles County  
Board of Supervisors**  
Gloria Molina  
Supervisor, First District  
Yvonne Brathwaite Burke  
Supervisor, Second District  
Zev Yaroslavsky  
Supervisor, Third District  
Don Knabe  
Supervisor, Fourth District  
Michael D. Antonovich  
Supervisor, Fifth District



**In Los Angeles County:**  
**1-877-BABY SAFE**  
**1-877-222-9723**  
**[www.babysafela.org](http://www.babysafela.org)**

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**Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.**

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**What is the Safely Surrendered Baby Law?**

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

**How does it work?**

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

**What if a parent wants the baby back?**

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

**Can only a parent bring in the baby?**

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

**Does the parent have to call before bringing in the baby?**

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

**Does a parent have to tell anything to the people taking the baby?**

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

**What happens to the baby?**

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

**What happens to the parent?**

Once the parent(s) has safely turned over the baby, they are free to go.

**Why is California doing this?**

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

**A baby's story**

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed in with a loving family while the adoption process was started.

**In Los Angeles County:  
1-877-BABY SAFE  
1-877-222-9723**

**[www.babysafela.org](http://www.babysafela.org)**